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PREPARED BY AND UPON
RECORDATION RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attn: L. Mark Osher, Esq.



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/19/2014 04:29 PM Pg: 1 of 13

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 19 day of December, 2014, by **CHICAGO BT PROPERTY, LLC**, a Delaware limited liability company, as assignor, having an address at c/o Oaktree Capital Management, L.P., 1301 Avenue of the Americas, 34th Floor, New York, NY 10019, as mortgagor ("**Borrower**") to **STARWOOD PROPERTY MORTGAGE SUB-10-A, L.L.C.**, a Delaware limited liability company, as assignee, having an address at 591 W. Putnam Avenue, Greenwich, Connecticut 06830 (together with its successors and/or assigns, "**Lender**").

WITNESSETH:

WHEREAS, this Assignment is given to secure a loan (the "**Loan**") made in the original maximum principal sum of up to ONE HUNDRED SIXTY MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$160,800,000.00) pursuant to that certain Loan Agreement dated as of the date hereof between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"); and

WHEREAS, to induce Lender to make the Loan to Borrower, Borrower desires to further secure the payment of the Debt and the performance of all of Borrower's obligations under the Loan Documents by executing this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NC- 688844
4 of 5

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ARTICLE I

ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest in and to the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases (including the right to enforce, at law, in equity, or by other means, such leases), subleases or subsubleases, lettings, licenses, concessions or other agreements made a part hereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in **Exhibit A** annexed hereto and made a part hereof (the "**Land**"), together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "**Improvements**"; the Land, the Improvements and the other "**Property**" as such term is defined in that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of the date hereof, by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**"), being referred to herein collectively as the "**Property**") and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements shall be effective without further or supplemental assignment. The "leases" described in Section 1.1(a) and the leases and other agreements described in this Section 1.1(b) are collectively referred to as the "**Leases**".

(c) Rents. All right, title and interest of Borrower, its successors and assigns under the Leases, including, without limitation, cash or securities deposited thereunder to secure the performance by the tenants of their obligations thereunder (including, without limitation, percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Action) or in lieu of rent equivalents, additional rents, revenues (including all revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property or rendering of services by Borrower, or any of its respective agents or employees), issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits), accounts and receipts from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**").

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(d) Bankruptcy Claims. All of Borrower's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "**Lease Guaranty**", collectively, the "**Lease Guaranties**") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", collectively, the "**Lease Guarantors**") to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Subject to any limitations set forth in the Loan Agreement, upon written notice from the Lender and during the existence of an Event of Default, Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Article III of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in Sections 1.1(a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE II

TERMS OF ASSIGNMENT

Section 2.1 Present Assignment And License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Loan Agreement and the Clearing Account Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Leases and the Lease Guaranties and Borrower shall hold such Rents and all sums received pursuant to any Lease or Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice To Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this

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Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation By Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE III

REMEDIES

Section 3.1 Default. The occurrence of a default of any of the terms, provisions or covenants under this Assignment and/or a breach of any representation or warranty under this Assignment shall constitute an Event of Default under the Loan Agreement, subject to any applicable notice and cure periods hereunder or pursuant to the terms and provisions of the Loan Agreement. The occurrence of an Event of Default under the Loan Agreement or any other Loan Document shall constitute an "Event of Default" under this Assignment.

Section 3.2 Remedies of Lender. During the occurrence and continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property; provided, however, to the extent Illinois law requires Lender to be in possession of the Property prior to being entitled to possession of Rents and sums due under any Lease Guaranties, such entitlement shall occur immediately upon Lender taking possession of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence and continuance of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy

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of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.3 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.4 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.5 Non-Waiver. The exercise by Lender of the rights granted it in this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Subject to the terms of the Loan Agreement and the other Loan Documents to the contrary, Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in connection with the Loan in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.6 Bankruptcy. (a) Upon or at any time after the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of

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claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by gross negligence, the illegal acts, willful misconduct or bad faith of Lender or Lender's breach of the Loan Documents. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, actual out-of-pocket loss or damage (excluding punitive and consequential damages measured as alleged "lost profits" or "lost opportunities") incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands, including the defense of any such claims or demands which may be asserted against Lender, by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties unless caused by the gross negligence, the illegal acts willful misconduct or bad faith of Lender or Lender's breach of the Loan Documents. Should Lender incur any such liability, the amount thereof, including out-of-pocket costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Lender therefor within ten (10) Business Days from demand by Lender and the failure of Borrower shall constitute an Event of Default of Borrower under the Loan Documents, subject to any applicable notice and cure period. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless caused by the illegal acts, gross negligence, willful misconduct or bad faith of Lender or Lender's breach of the Loan Documents.

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Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a “mortgagee in possession” in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the reasonable cost of Borrower, and without expense to Lender, except as set forth in the Loan Agreement, do, execute, acknowledge and deliver all further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on written demand, will, subject to the terms of the Loan Agreement, execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence the lien and security interest hereof in and upon the Leases.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word “Borrower” shall mean “each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein,” the word “Lender” shall mean “Lender and any subsequent holder of the Note, the word “Note” shall mean “the Note and any other evidence of indebtedness secured by the Loan Agreement, the word “Property” shall include any portion of the Property and any interest therein, the phrases “attorneys’ fees”, “legal fees” and “counsel fees” shall include any and all reasonable out-of-pocket attorney’s, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels actually incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

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Section 5.5 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE LOAN DOCUMENTS, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS (OTHER THAN §§ 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. BORROWER AND LENDER BY ACCEPTANCE OF THIS ASSIGNMENT EACH (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE COUNTY WHERE THE PROPERTY IS LOCATED OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID COUNTY, (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. BORROWER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY SERVICE OF COPIES OF SUCH PROCESS TO BORROWER AT ITS ADDRESS PROVIDED HEREIN. NOTHING CONTAINED IN THIS ASSIGNMENT SHALL PREVENT LENDER FROM BRINGING AN ACTION, ENFORCING ANY AWARD OR JUDGMENT, OR EXERCISING ANY RIGHT OR REMEDY AGAINST BORROWER OR LENDER, OR AGAINST ANY SECURITY OR COLLATERAL FOR THE DEBT, WITHIN ANY OTHER COUNTY, STATE OR ANY OTHER FOREIGN OR DOMESTIC JURISDICTION.

Section 5.6 Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY

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OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BORROWER AND LENDER ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 5.9 Exculpation. The provisions of Article VII of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

BORROWER:

CHICAGO BT PROPERTY, LLC,
a Delaware limited liability company

By: Chicago BT Mezz, LLC,
a Delaware limited liability company,
its Sole Member

By: 

Name: Michael A. Klein
Title: Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

This instrument was acknowledged before me on December 15, 2014, by Michael A. Klein as Vice President of CHICAGO BT MEZZ, LLC, a Delaware limited liability company, who is the sole member of CHICAGO BT PROPERTY, LLC, a Delaware limited liability company.



Printed Name: Patricia Chmielewski
 Notary Public in and for said State
 Commissioned in Cook County

My Commission Expires:

9/21/16



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL 1:

BLOCKS 1 AND 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1883, IN BOOK 18 OF PLATS, PAGE 54, AS DOCUMENT 503983, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND, COMPRISED OF PART OF EACH OF LOTS 4, 5, 6, 7, AND 8, AND OF PART OF S. SHERMAN STREET, 60 FEET WIDE, LYING WEST OF AND ADJOINING SAID LOTS, ALL IN S. W. SHERMAN SUBDIVISION OF BLOCK 98 IN SCHOOL SECTION ADDITION TO CHICAGO, SAID PARCEL OF LAND BEING THAT PART OF S. SHERMAN STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT OR BLOCK 1 AND WEST OF AND ADJOINING THE WEST LINE OF LOT OR BLOCK 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT OR BLOCK 1 WITH A LINE 180.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT OR BLOCK 1, AND RUNNING THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG A WESTWARD EXTENSION OF SAID PARALLEL LINE, A DISTANCE OF 17.485 FEET; THENCE SOUTH ZERO DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 216.794 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2; THENCE SOUTH 89 DEGREES 54 MINUTES 35 SECONDS EAST ALONG SAID WESTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2, A DISTANCE OF 18.383 FEET TO THE SOUTHWEST CORNER OF SAID LOT OR BLOCK 2; AND THENCE NORTH ZERO DEGREES 09 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID LOT OR BLOCK 2 AND ALONG THE WEST LINE OF SAID LOT OR BLOCK 1, A DISTANCE OF 216.798 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF SOUTH LASALLE STREET DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, COMPRISED OF THOSE PARTS OF LOTS 12, 13, 18, 19 AND 24 IN THE SUBDIVISION OF BLOCK 115 IN SCHOOL SECTION ADDITION TO CHICAGO, LYING WITHIN THAT PART OF SOUTH LASALLE STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT OR BLOCK 1 AND EAST OF AND ADJOINING THE EAST LINE OF LOT OR BLOCK 2 IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCKS 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT OR BLOCK 1, WITH A LINE 180.50 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT OR BLOCK 1, AND RUNNING THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS EAST ALONG AN EASTWARD EXTENSION OF SAID PARALLEL LINE, A DISTANCE OF 18.957 FEET; THENCE SOUTH ZERO DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 216.812 FEET TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2; THENCE NORTH 89 DEGREES, 54 MINUTES, 35 SECONDS WEST ALONG SAID EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT OR BLOCK 2 A DISTANCE OF 17.442 FEET TO THE SOUTHEAST

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CORNER OF SAID LOT OR BLOCK 2; AND THENCE NORTH ZERO DEGREES 18 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT OR BLOCK 2 AND ALONG THE EAST LINE OF SAID LOT OR BLOCK 1, A DISTANCE OF 216.816 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF ALL THAT PART OF W. VAN BUREN STREET DESCRIBED AS FOLLOWS: A PART OF THE SPACE IN W. VAN BUREN STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 2 OR BLOCK 2, AND SAID SOUTH LINE EXTENDED WEST, IN THE BOARD OF TRADE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PARTS OF BLOCK 98 AND 115 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PART LIES WITHIN THE VERTICAL EXTENSION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF LOT 2 OR BLOCK 2, AFORESAID, (BEING ALSO THE NORTH LINE OF W. VAN BUREN STREET) AT A POINT WHICH IS 9.25 FEET EAST FROM THE SOUTHWEST CORNER OF SAID LOT 2 OR BLOCK 2, AND RUNNING THENCE WEST ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED, A DISTANCE OF 21.12 FEET; THENCE SOUTH PERPENDICULAR TO SAID LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTH LINE OF SAID W. VAN BUREN STREET, BEING ALSO THE NORTH LINE OF LOT 1 IN PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE AFOREMENTIONED SCHOOL SECTION ADDITION TO CHICAGO; THENCE EAST ALONG THE SOUTH LINE OF W. VAN BUREN STREET A DISTANCE OF 21.12 FEET, AND THENCE NORTH, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING, AND WHICH PART OF SAID SPACE LIES ABOVE A HORIZONTAL PLANE 68.15 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE 95.05 FEET ABOVE CHICAGO CITY DATUM IN COOK COUNTY, ILLINOIS, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 86100377 AND AS CORRECTED BY ORDINANCE RECORDED AS DOCUMENT 86503476.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 4 TAKEN AS A SINGLE TRACT, AS PROVIDED IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED APRIL 23, 2012 AND RECORDED APRIL 26, 2012 AS DOCUMENT 1211734060 AND CREATED IN CONJUNCTION WITH DEED FROM BOARD OF TRADE OF THE CITY OF CHICAGO, INC. TO US CHICAGO BT, LLC DATED APRIL 23, 2012 AND RECORDED APRIL 26, 2012 AS DOCUMENT 1211734059 FOR PEDESTRIAN INGRESS AND EGRESS OVER AND THROUGH THE INTERNAL PEDESTRIAN EASEMENTS AS DEFINED THEREIN, PEDESTRIAN AND VEHICULAR INGRESS TO AND EGRESS FROM THE EAST BUILDING GROUND LEVEL ACCESS EASEMENT AS DEFINED THEREIN, AND FOR REPAIR AND MAINTENANCE, AND FOR ENCROACHMENTS, OVER THE EAST BUILDING PARCEL AS DEFINED THEREIN, AND FOR PEDESTRIAN INGRESS AND EGRESS OVER THE PARKING GARAGE EASEMENT AS DEFINED THEREIN.

141 West Jackson Blvd.
Chicago, IL

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