



Doc#: 1507629089 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2015 04:33 PM Pg: 1 of 5

**PREPARED BY AND WHEN  
RECORDED MAIL TO:**  
Holland & Knight LLP  
200 Crescent Court, Suite 1600  
Dallas, Texas 75201  
Attn: Ryan Magee

SPACE ABOVE LINE FOR RECORDER'S USE

## COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "Assignment") is made and executed as of January 30, 2015, by ECP Central LLC, a Delaware limited liability company ("Assignor"), in favor of Pacific Western Bank, a California state-chartered bank ("Assignee," sometimes referred to as "Agent").

WITNESSETH:

WHEREAS, Assignor, ECP Capital I LLC, ECP Commercial VI LLC, ECP District I LLC, ECP District II LLC, ECP District IV LLC and ECP Property II LLC, each a Delaware limited liability company (each individually and collectively, "Borrower") and Agent have entered into that certain Loan and Security Agreement, dated as of January 30, 2015 (as amended from time to time, the "Loan Agreement"), pursuant to which certain financial institutions party to the Loan Agreement (each a "Lender" and collectively, the "Lenders"), in their sole discretion, have agreed to lend, upon the terms and conditions set forth in the Loan Agreement, an amount up to the Maximum Loan Amount (as defined in the Loan Agreement) secured by a security interest granted by Borrower to Agent, for the benefit of the Lenders, on certain notes and mortgages related thereto as well as other collateral of Borrower; and

NOW, THEREFORE, to secure the payment and performance by Borrower of the Obligations (as such term is defined in the Loan Agreement) and Loan Documents and in consideration of the extension of the Advances (as such term is defined in the Loan Agreement), in the Lenders' sole discretion, and for other good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby collaterally conveys, assigns, transfers and sets over unto Agent, for the benefit of the Lenders, as collateral security for the Advances from time to time made by the Lenders, all of Assignor's right, title and interest in and to (i) that certain Business Loan Agreement, dated February 15, 2008 by and between the borrowers party thereto and Banco Popular North America (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time); (ii) that certain Promissory Note, dated February 15, 2008 by the borrowers party thereto in favor of Banco Popular North America (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time); (iii) that certain Mortgage dated February 15, 2008 by the mortgagors party thereto in favor of Banco Popular North America recorded on February 25, 2008 as Document No. 0805605264 in the local records of Cook County, Illinois; (iv) that certain Mortgage dated August 23, 2010 by the mortgagors party thereto in favor of Banco Popular North America recorded on September 17, 2010 as Document No. 1026015066 in the local records of Cook County, Illinois; and (v) all other Collateral (as such term is defined in the Loan Agreement) connected therewith collaterally assigned to Agent, for the benefit of the Lenders, pursuant to

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the terms of the Loan Agreement, together with all proceeds derived therefrom and other Collateral delivered in substitution or replacement thereof (collectively, the "Assigned Collateral").

Assignor hereby warrants and represents to Agent that the above referenced Assigned Collateral collaterally assigned hereby have not previously been collaterally assigned (unless such collateral assignment has been previously released) or otherwise transferred by Assignor and are held free and clear of all prior liens, security interests, charges and encumbrances whatsoever except for matters appearing of record. Assignor further covenants and agrees with Agent to maintain such Assigned Collateral in accordance with the terms of the Loan Agreement and not to take any action with respect to said Assigned Collateral which may be prejudicial to the rights of Agent hereunder.

The execution and delivery of this Assignment shall not subject Agent to, or transfer or pass to Agent, or in any way affect or modify, the liability of Assignor under the Assigned Collateral hereby assigned, it being understood and agreed that notwithstanding this Assignment or any subsequent collateral assignment, all of the obligations of the Assignor to the Underlying Obligor (as such term is defined in the Loan Agreement) under such Assigned Collateral shall be and remain enforceable by such Underlying Obligor, its successors and assigns, only against Assignor and its successors and assigns, and that Agent has not assumed any of the obligations or duties of Assignor under or with respect to such Assigned Collateral.

Assignor hereby agrees and acknowledges that neither the acceptance of this Assignment by Agent nor the exercise of, or failure to exercise, any right, power or remedy in this instrument conferred upon Agent shall be deemed or construed to obligate Agent, or its successors or assigns, to pay any sum of money, take any action or incur any liability in connection with the Assigned Collateral hereby assigned to Agent. It is further agreed and understood by Assignor that neither Agent nor its successors or assigns shall be liable in any way for any costs, expenses or liabilities connected with, or any charges or liabilities resulting from, such Assigned Collateral.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

*[Remainder of page intentionally blank; signature page follows.]*

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

**ECP CENTRAL LLC,**  
a Delaware limited liability company

By: *Mark Ziegler*  
Name: *Mark Ziegler*  
Title: Authorized Person

Property of Cook County Clerk's Office

### ACKNOWLEDGMENT

STATE OF Colorado  
COUNTY OF Douglas

On January 29, 2015, before me, Joelyn Bailey, Notary Public, personally appeared Mark Ziegler, the Authorized Person of ECP Central LLC, a Delaware limited liability company, on behalf of said limited liability company.

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

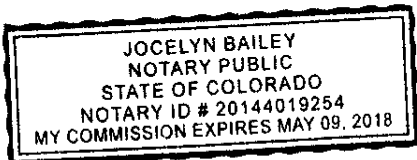
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature

*Joelyn Bailey*



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Exhibit A

Legal Description

(See attached.)

Property of Cook County Clerk's Office



EXHIBIT A

[Excelsior] Collateral Assignment (Columbia – Cook County, IL)  
34576518

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## Exhibit "A"

### PROPERTY I:

**BLOCK 7 (EXCEPT THE EAST 388 FEET 8 INCHES THEREOF) IN MERRIONETIE MANOR FIRST ADDITION, BEING A SUBDIVISION OF PART OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER LR 1196452, IN COOK COUNTY, ILLINOIS**

**ADDRESS: 2231-63 E. 95<sup>th</sup> Street & 2300 E. 95<sup>th</sup> Street, Chicago, Illinois**

**Tax ID: 25-12-216-007-0000 & 25-12-216-008-0000**

### PROPERTY II:

**LOTS 12 AND 13 IN BLOCK 27 IN GURLEY'S SUBDIVISION OF BLOCKS 24 TO 28 INCLUSIVE IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**ADDRESS: 2139 S. Wabash Avenue, Chicago, Illinois**

**Tax ID: 17-22-318-008-0000 & 17-22-318-009-0000**