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1528850025

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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 10/15/2015 09:59 AM Pg: 1 of 9

AFTER RECORDING, MAIL TO:

SAURIN T. T. D.L.C.
1000 W. HIGGINS RD.
SUITE 305
PARK RIDGE, IL 60068

1515119 9/9

ASSIGNMENT OF RENTS AND LEASES

File No: 1515119 Reference No:

EXHIBIT A

Legal:

PARCEL 1:

LOT 29 IN BLOCK 170 IN THE HIGHLANDS AT HOFFMAN ESTATES XIV, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1964 AS DOCUMENT 18391665, IN THE OFFICE OF COUNTY RECORDER OF COOK COUNTY, ILLINOIS.

P.I.N. 07-09-212-029-0000
ESTATES, IL, 60169

COMMONLY KNOWN AS: 1620 KENT ROAD, HOFFMAN

PARCEL 2:

THE NORTH 30 FEET OF LOT 6 IN TITLEY'S DIVERSEY AVENUE SUBDIVISION OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 AND 1/3 ACRES THEREOF) AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 AND 1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-29-300-026-0000
CHICAGO, IL 60639

COMMONLY KNOWN AS: 2732 N. MULLIGAN AVE.,

PARCEL 3:

THE NORTH 30 FEET OF THE SOUTH 90 FEET OF LOT 39 IN FIRST ADDITION TO MONT CLARE

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GARDEN'S, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THAT PART TAKEN FOR R. R.) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-30-209-002-0000
CHICAGO, IL 60634

COMMONLY KNOWN AS: 3055 N. RUTHERFORD AVE.,

PARCEL 4:

LOT 774 IN WOODLAND HEIGHTS UNIT NO.2, BEING A SUBDIVISION IN SECTION 23 AND 26, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED IN REGISTRARS OFFICE AS DOCUMENT LR1831943, IN COOK COUNTY, ILLINOIS.

P.I.N. 06-23-205-012-0000
STREAMWOOD, IL 60107

COMMONLY KNOWN AS 427 BEAVER DRIVE,

PARCEL 5:

LOT 38 IN HAASE'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-13-209-015-0000
PARK, IL 60130

COMMONLY KNOWN AS: 505 BELOIT AVE., FOREST

PARCEL 6:

LOT 31 IN BLOCK 14 OF HANOVER PARK FIRST ADDITION BEING A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 06-36-201-031-0000
HANOVER PARK, IL 60133

COMMONLY KNOWN AS: 7050 MULBERRY STREET,

Address: 1620 Kent Rd., Hoffman Estates, IL 60169

PIN #:

PIN #:

PIN #:

Township: Schaumburg

Property of Cook County Clerk's Office

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (Assignment) is made on September 17, 2015, by SPRINGVIEW INVESTMENTS II (II, III, LLC, a Delaware limited liability company ("Assignor"), to FIRSTSECURE BANK AND TRUST CO. ("Assignee").

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, conveys and assigns to Assignee, the entire interest in and to any and all leases and subleases (including all extensions and renewals thereof), now or hereafter existing ("Leases"), and any and all rents, issues, income, and profits of and from that certain real estate located in Cook County, Illinois, commonly known as Parcel 1: 1620 Kent Road, Hoffman, Illinois 60169, Parcel 2: 2792 N. Mulligan Avenue, Chicago, Illinois 60636, Parcel 3: 8913 N. Rutherford Avenue, Chicago, Illinois 60634, Parcel 4: 427 Beaver Drive, Streamwood, Illinois 60107, Parcel 5: 505 Beloit Avenue, Forest Park, Illinois 60130, Parcel 6: 7050 Mulberry Street, Hanover Park, Illinois 60133, and legally described in Exhibit A attached hereto and made a part hereof and all buildings, structures, and improvements now or hereafter constructed thereon ("Collateral Properties").

THIS ASSIGNMENT OF RENTS IS INTENDED TO SECURE:

- (a) Payment by Assignor of the loan to secure evidenced by, and observance and performance by Assignor of, and compliance with, the covenants, terms, conditions, and agreements contained in a certain Mortgage Note (even date herewith ("Note")) in the principal sum of [ONE MILLION, NINETY THOUSAND AND NO/100 DOLLARS (\$1,090,000.00)] made by Assignor in favor of Assignee and delivered to Assignee simultaneously with the execution and delivery of this Assignment and
- (b) Observance and performance by Assignor of the covenants, terms, conditions, and agreements contained in this Assignment, the certain Mortgage ("Mortgage") of even date herewith made by Assignor to Assignee and creating a first priority mortgage lien on the Assignor's fee-simple interest in the Collateral Properties, the Continuing Guarantees ("Guarantees") of even date herewith made by Edward Willig, Marc J. Bodner, Annette Lucas and Deborah L. Szumski ("Guarantors") the Tenor Rental Indemnity Agreement of even date herewith made by Assignor to Assignee, the Security Agreement of even date herewith made by Assignor to Assignee, and such other documents as are executed in connection with this Note (collectively, the "Loan Documents").

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS, AND WARRANTS AS FOLLOWS:

1. Representations and Warranties: Assignor represents and warrants to Assignee that:
 - (a) This Assignment was executed by Assignor and constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
 - (b) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income, or profits

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assigned hereunder or entered into any agreement to subordinate any of the Leases, or Assignor's right to receive any of the rents, issues, income, or profits assigned hereunder; and

(c) Assignor has not heretofore executed any instrument or performed any act that may or might prevent Assignee from operating under any of the terms and provisions hereof or that would limit Assignee in such operation.

2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not enter into any Lease on less favorable terms than the previous lease or approve, consent, or acquiesce to any sublease (written or oral, for all or any portion of the Collateral Properties, without the prior written consent of Assignee, except for a Lease or sublease which is (i) an arm's-length transaction, (ii) at a market rental rate, (iii) with respect to rental space of less than 5,000 square feet (collectively, the "Approved Lease Terms").

(b) Assignor shall observe and perform all of the material covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to materially impair the security thereof, or, without the express written consent of Assignee, (i) except with respect to Permitted Leases, release the liability of any tenant thereunder, or (ii) permit any tenants thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals; or (iii) except with respect to Permitted Leases, permit any tenant thereunder to terminate or cancel any Lease.

(c) Assignor shall not make any sale or assignment of its entire or any part of its interest in or to any or all of the Leases, or any part of the rents, issues, or income assigned hereunder without the prior written consent of Assignee.

(d) Assignor shall not alter, modify, or change the terms and provisions of any Lease on less favorable terms than the existing lease, or give any consent (including, but not limited to, any consent to any assignment of, or subleasing under, any Lease) or approval, required or permitted by such terms and provisions, or cancel or terminate any Lease without the prior written consent of Assignee, except to the extent the foregoing comply with the Approved Lease Terms, unless Assignor determines in its reasonable judgment that a such modification is necessary on a case-by-case basis.

(e) Assignor shall not accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer of any of the Collateral Properties demised under any Lease or any interest in any Lease to a third party, directly or indirectly, proximately or remotely, a merger of the estate and rights of, or a termination or diminution of the obligations of, any tenant thereunder.

(f) Assignor shall not alter, modify, or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty, or do or suffer to be done anything that would terminate any such guaranty as a matter of law, without the prior written consent of Assignee, except to the extent the foregoing comply with the Approved Lease Terms;

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(g) Assignor shall not waive or excuse the obligation to pay rent under any Lease, unless Assignor determines in its reasonable judgment that a credit is appropriate to give to a tenant on a case by case basis;

(h) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant, unless Assignor determines in its reasonable judgment that it is appropriate except a cure period to such a tenant on a case by case basis;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any Lease or the obligations, duties, or liabilities of the lessor or of any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee may appear.

(j) Assignor shall enforce the observance and performance of each and every material covenant, term, condition, and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder, unless Assignor determines in its reasonable judgment that it is appropriate except a cure period to such a tenant on a case by case basis.

3. **Rights Prior to Default.** So long as Assignor is not in default hereunder, Assignor shall have the right to collect at any time all rents, issues, profits or profits assigned hereunder (other than security or similar deposits), and to receive and enjoy the same. Assignee shall have the right to notify the tenants and the lessees of the existence of this Assignment at any time.

4. **Events of Default.** The occurrence of any one or more of the following shall constitute an "Event of Default" for purposes of this Assignment:

(a) Failure by Assignor to pay any installment of the principal sum of the Note and/or any interest thereon when due under the Note or within 3 business day thereof;

(b) Breach of any material representation, warranty, covenant, or agreement made by Assignor in this Assignment;

(c) Any misrepresentation made by Assignor or Guarantors in any of the Loan Documents; and

(d) Any other event of default under the Note or any of the other Loan Documents, subject to any applicable cure period contained therein.

5. **Rights and Remedies upon Default.** Upon being granted possession of the Premises, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice to or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor from any obligation hereunder, and with or without bringing any action or proceeding:

(a) Declare a default under the Loan Documents and enforce all rights and remedies available to Assignor under the Loan Documents and all documents secured thereby;

(b) Enter upon and take possession of the Collateral Properties, or any of them, either in person or by an agent or by a receiver appointed by a court, and have, hold, manage, lease,

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and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs, and replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify, and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act or acts that Assignee deems necessary or proper;

(c) Upon taking possession of any of the Collateral Properties, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income, or profits of or from the Collateral Properties, and persons or agencies for enforcement of the Leases and all of the lesser's rights therein or thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of a demand letter thereafter to pay all such rents and other amounts payable under the Leases to Assignee, and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignee shall have the right to cause Assignee's collection of such rents, issues, income, or profits to be operated through electronic written notices to the tenants under the Leases thereafter to pay all such rents, issues, income, or profits to Assignee; and

(d) Make any payment or other sums payable as required herein of Assignor in such manner and to such extent as Assignee may deem necessary or proper, and any amount so paid by Assignee shall be due immediately to Assignor with interest thereon until paid at a rate not to exceed the Default Rate (as defined in the Note) and shall be secured by this Assignment.

6. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income, or profits of the Collateral Properties, shall be applied to the occurrence of any one or more Events of Default shall be applied as follows:

(a) First, to reimbursement of Assignee for and of all expenses of taking and retaining possession of the Collateral Properties, managing the Collateral Properties and collecting the rents, issues, income, or profits therefrom, including, without limitation, salaries, fees, or charges of the managing agent and such other employees as Assignee may deem necessary or proper, and attorneys' fees; operating and maintaining the Collateral Properties, including, without limitation, taxes, charges, liens, assessments, water rents, sewer rents, and other fees, and premiums for all insurances provided for in the Mortgage; and the cost of all alterations, renovations, repairs, or replacements of or to the Collateral Properties that Assignee may deem necessary or proper, all of which shall be paid at the Default Rate;

(b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to Paragraph 5(d) hereof, to be repaid by payment or do any act required herein of Assignor together with interest thereon at the Default Rate;

(c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indebted pursuant to Paragraph 5 hereof, together with interest thereon at the Default Rate.

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- (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of, or constituting additional indebtedness under, any of the Loan Documents, with interest thereon at the Default Rate;
- (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;
- (f) Sixth, to the payment of the unpaid balance of the principal sum of the Note; and
- (g) Seventh, any balance remaining to Assignor, its successors, and assigns.

7. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's liability in the Collateral Properties following the occurrence of any one or more Events of Default or from any other act or omission of Assignee in managing, operating, or maintaining the Collateral Properties following the occurrence of any one or more Events of Default. Assignee shall not be obligated to observe, perform, or discharge, nor does Assignee hereby warrant or observe, perform, or discharge any covenants, terms, conditions, or agreements contained in any lease to be observed or performed by the lessor thereunder, or any obligation, duty, or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of, from, and against all liability, loss, or damage that Assignee may or might incur under any lease entered into by Assignor in connection with this Assignment and of or from any and all claims and demands, suits, or other actions asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions, or agreements contained in any lease. Should Assignee incur any such liability, loss, or damage, the amount or amounts payable by Assignor in connection with this Assignment, or in the defense of any such claim or demand, shall include the reasonable costs, expenses, and attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment and shall not operate to place responsibility for the care, control, management, or repair of the Collateral Properties or for the carrying out of any of the covenants, terms, conditions, or agreements contained in any lease on Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Collateral Properties by or to the occupant or occupants, or for any damage or defective condition of the Collateral Properties or for any negligence in the management, upkeep, repair, or control of the Collateral Properties resulting in loss or injury or death to any tenant, occupant, licensee, employee, or stranger.

8. **Non-Waiver.** Nothing contained in this Assignment and no actions or omissions to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the guarantees thereof, or any of the Loan Documents or that this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any or all proceeds from the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

9. **Further Assurance.** Assignor shall execute and cause to be executed such additional instruments and actions, in and to the Collateral Properties, as may be required for the specific assignments of such Leases as

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Assignee may designate, and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve, and maintain the assignment made to Assignee by this Assignment.

10. **Severability.** The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were not contained herein.

11. **Benefit.** This Assignment is binding on Assignor, its successors, and assigns, and the rights, powers, and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

12. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written consent of Assignor, and Assignee at the time of such amendment, modification, or supplementation.

13. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Loan together with all interest thereon, and shall have fully paid and performed all of the other obligations evidenced or secured hereby and by the other Loan Documents.

14. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

15. **Notices.** All notices permitted or required pursuant to this Assignment shall be in writing and shall be deemed to have been properly given (a) upon delivery, if served in person or sent by facsimile or email with proof of transmission, retention by sender; (b) on the third (3rd) business day following the day such notice is deposited in any post office station or letter box if mailed by certified mail, return receipt requested, postage prepaid; or (c) on the first (1st) business day following the day such notice is delivered to the carrier if sent via a nationally recognized overnight delivery service (e.g., Federal Express) and addressed to the party to whom such notice is intended to be furnished.

To Assignee:

FirstSecure Bank, a National Bank
10360 S. Rollins Road
Palos Hills, Illinois 60465
Attn: Loan Department

With a copy to:

Jonathan Key, Attorney at Law
1034 Sterling Road, Suite 8
Flossmoor, Illinois 60422
Email: jonkey@att.net

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To Assignor:

Springview Investments II IL III, LLC
1448 East 26th Street
Brooklyn, NY 11210
Attention: Harold Wilig
Email: harold.wilig@springviewinvestments.com

With a copy to be sent to the assignee at the address set forth below.

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this paragraph 15 provided, however, that such notice shall not be deemed given until actually received at the address so designated.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

ASSIGNOR:

SPRINGVIEW INVESTMENTS II IL III, LLC
a Delaware limited liability company

Harold Wilig
manager

STATE OF New York
COUNTY OF New York

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Wilig the manager of Springview Investments II IL III, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such NYSDL, appeared before me this day in person and acknowledged that [he] [she] signed and delivered the said instrument as [his] [her] free and voluntary act and on the full and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 28th day of September, 2015.

SHARJANA ROHMAN
Notary Public, State of New York
No. 01RO6255101
Qualified in Kings County
Commission Expires Jan. 30, 2016

Sharjana Rohman
NOTARY PUBLIC

My Commission expires January 30, 2016