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Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 03/15/2016 09:36 AM Pg: 1 of 11

This Document Prepared By And After Recording Return To:

Duane Morris LLP 190 South LaSalle Street Suite 3700 Chicago, Illinois 60603 Attn: Daniel Kohn, Esq.

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter, this "Assignment") is made as of March 7, 2016, by WHCP-N 2050 LLC, an Illinois limited liability company ("Borrower"), with a rapiling address of 204 E. Chicago Avenue, Westmont, Illinois 60559, Attention: Vincent Priest, to HINSDALE BANK & TRUST COMPANY, an Illinois banking corporation ("Lender"), its successors and its assigns, at its office at 25 E. First Street, Hinsdale, Illinois 60521, Attention: James Vanilekken.

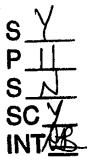
I <u>KECITALS</u>

WHEREAS, Borrower has executed and delivered to Lender a Mortgage Note dated as of even date herewith (together with all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto; the "Note"), wherein Borrower promises to pay to the order of Lender the principal amount of Two Million Six Hundred Twenty-Five Thousand and No/100 Dollars (\$2,625,000.00) in repayment of a loan in like amount (the "Loan"), together with interest thereon, with interest thereon as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note), as such date may be accelerated in accordance with the terms of the Note; and

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there has been executed and delivered to Lender by Borrower a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "Mortgage") dated as of even date herewith from Borrower to Lender, granting to Lender a first lien on the real estate described in Exhibit A attached herein and hereby made a part hereof (the "Premises"), (the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan from Borrower, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Borrower executes and delivers to Lender this Assignment.





THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Borrower does hereby sell, assign and transfer to Lender all of Borrower's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Borrower's intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Borrower does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead subject to the limitations set forth in Paragraph 4.1 hereof (with or without taking possession of the Premises) to rent lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all or such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower. 子分

GENERAL AGREEMENTS

- Available Rents. Borrower represents and agrees that it will not accept rent for 3.1 right of future possession paid by any person in possession of any portion of the Fremises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Borrower which would have a material adverse effect on the Loan without the prior written consent of Lender, not to be unreasonably withheld or delayed. Borrower agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.
- Management of Premises. At all times while Lender is not in actual possession 3.2 of the Premises, Borrower shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

- 3.3 <u>Future Assignments</u>. Borrower further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.
- 3.4 Performance of Lease Obligations. Borrower shall, at its own cost: (i) at all times perform and observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' sees and court costs, and (iv) promptly furnish Lender with copies of any notices of default either sent or received by Borrower under the terms of or pursuant to any of said leases or other agreements.
- 3.5 <u>Rent Roll</u>. Borrover further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the names, spaces and rentals of all lessees of the Premises or any part thereof.

DEFAULTS AND REMEDIES

- Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender snall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.
- 4.2 <u>Application of Rents</u>. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:
 - (a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on Insurance authorized hereinabove;

- (b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;
- (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises;
- (d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and
- (e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.
- 4.3 Authorization to Lessees. Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.
- Right of Possession. In the event Lender is authorized under Paragraph 4.1 4.4 hereof to exercise its rights hereunder (we ther before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder), Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books records, papers and accounts of Borrower or the then owner of the Premises relating thereto may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Ler er and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, iegal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for ren). Borrower hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without notice to Borrower, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises or any cause or on any ground that would entitle Borrower to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

- 4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Borrower shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements, except if any of the aforementioned arise solely out of Lender's gross negligence or willful misconduct. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Borrower shall repuburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.
- 4.6 <u>Limitation of Liability</u>. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lend'er, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Moragage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.
- entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises by Borrower, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V MISCELLANEOUS

5.1 Notices. Any notice that Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of Paragraph 5.1 of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

- 5.2 Governing Law; Litigation. This Assignment shall be construed and enforced according to the laws of the State of Illinois. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRENE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 3.2.
- cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausing and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such Party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.
- 5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in his Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully unerchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.
- 5.5 <u>Successors and Assigns</u>. This Assignment and all provisions hereof shall be binding upon Borrower, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Borrower and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

SENT OF EACH.
O TRIAL BY JURY.

[Signature Page Follows]

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

> WHCP-N 2050 LLC, an Illinois limited liability company

Property of Cook County Clark's Office Radandt Holdings, LLC, a Florida limited

AUTHORIZED SIGNATORY

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UNOFFICIAL COPY

STATE OF ILLINOIS)	
COUNTY OF COOK)	SS.
Delage	,	

I. NANCY SCHMIDT , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VINCE PEIEST. personally known to me to be the MINAGER of Rad and Holdings, LLC, a Florida limited liability company, the manager of WHCP-N 2050 LLC, an Plinois limited liability company, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/hc signed and delivered the said instrument as his/her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand an a notarial seal this 4 day of MRCH, 2016.

NANCY SCHMIDT Notary Public, State of Illinois My Commission Expires 9/30/18

Qumb. Yy commission expires: 9/30/18

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 2 AND 3 LYING EAST OF NORTH LANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET) IN CHRISTIAN KUHN'S SUBDIVISION! OF OUT-LOT OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AS THE POINT OF BEGINNING THENCE WEST ALONG THE NORTH LINE OF LOT 2, 142 FEET, 1 AND 1/8 INCHES TO THE EAST LINE OF DANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET); THENCE SOUTH ALONG THE EAST LINE OF LANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET) 111 FEET 8 AND 3/4 INCHES TO A POINT WHICH IS 34 FEET 9 AND 3/4 NCHES NORTH OF THE INTERSECTION OF THE SOUTH LINE OF LOT 3 WITH THE EAST LINE OF LANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET); THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 72 FEET, EXTENSION OF SAID STRAIGHT LINE BEING 121 FEET 3 AND 5/8 INCHES SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE NORTH FASTERLY LINE OF LOTS 2 AND 3); THENCE NORTH PARALLEL WITH THE EAST LINE OF LANE PLACE (NOW COMMONLY KNOWN AS NORTH ORLEANS STREET) 53 FEET 6 INCHES; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 95 FEET 3 AND 3/4 INCHES, MORE OR LESS TO THE NORTHEASTERLY LINE OF LCT 2; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LOT 2, 63 FEET 3 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2, (EXCEPT THE WEST 52 FEET THEREOF, AND THE 8 FEET OF VACATED ALLEY WEST AND ADJOINING) IN GEHRKE AND KNOKE'S SUBDIVISION OF THE NORTH 81.84 FEET OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS RESERVED IN DEED FROM CHEK LAB, INC. A CORPORATION OF ILLINOIS TO NARMAN LERDEN AND BELLA LUDEN, HIS WIFE, DATED AUGUST 18, 1967 AND RECORDED AUGUST 25, 1967 AS DOCUMENT 20241887 FOR THE USE AND BENEFIT DM2\(^{1}6506038.4

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OF THE GRANTOR FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE TOGETHER WITH RIGHT OF ACCESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN CHRISTIAN KUHN'S SUBDIVISION OF OUT-LOT OF BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 2 WHICH IS 63 FEET 3 INCHES SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (MEASURED ALONG THE NORTHEASTERLY LINE OF LOT 2), THENCE WEST PARALLEL WITH THE MORTH LINE OF LOT 2, 25 FEET 3 /1/8 INCHES THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 3 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 2, 26 FEET 6 1/4 INCHES TO THE NORTHEASTERLY LINE OF LOT 2; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LOT 2, 3 FEET 3 1/8 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 14-33-208-023-0000 and 14-33-203-024-0000

COMMON ADDRESS: 2050 NORTH CLARK STREET, CHICAGO, ILLINOIS 60614