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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2016 03:27 PM Pg: 1 of 15

THIS INSTRUMENT WAS
PREPARED BY
AND AFTER RECORDING
RETURN TO:

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attention: Heather Adkerson

This space reserved for Recorders use only.

ASSIGNMENT OF LEASES AND RENTS

made by

1025 W ADDISON STREET APARTMENTS OWNER LLC, a Delaware limited liability
company, as assignor
("Borrower")

to

1025 W ADDISON STREET APARTMENTS CAPITAL LLC, a Delaware limited liability
company, as assignee
("Lender")

Dated: As of March ^{21st}, 2016

Re

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) is made as of March 21st, 2016, by **1025 W ADDISON STREET APARTMENTS OWNER LLC**, a Delaware limited liability company having an address at c/o Moran & Company, One North Franklin Street, Suite 700, Chicago, Illinois 60606, as assignor (“**Borrower**”), to **1025 W ADDISON STREET APARTMENTS CAPITAL LLC**, a Delaware limited liability company, having an address at c/o UBS Realty Investors, LLC, 10 State House Square, 15th Floor, Hartford, Connecticut 06103, as assignee (together with its successors and assigns, “**Lender**”).

RECITALS:

WHEREAS:

A. Borrower is the fee owner of that certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon or relating thereto (collectively, the “**Property**”).

B. Pursuant to that certain Master Loan Agreement, dated as of the date hereof, by and among Borrower and Lender (as the same may be amended, restated, replaced, consolidated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Lender has agreed to make a loan to Borrower in the aggregate maximum principal amount of Ninety-Six Million Eight Hundred Seventy-Six Thousand Nine Hundred Two and No/100 Dollars (96,876,902.00) (the “**Loan**”).

C. The Loan is (i) secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof, made by Borrower, as mortgagor, to Lender, as mortgagee (as the same may be amended, restated, replaced, consolidated, severed, supplemented, or otherwise modified from time to time, the “**Mortgage**”), which Mortgage encumbers the Property; (ii) evidenced by that certain Promissory Note, dated the date hereof, made by Borrower to Lender, and any other promissory note hereafter executed by Borrower and payable to the order of Lender (as the same may be amended, restated, replaced, consolidated, severed, supplemented or otherwise modified from time to time, each and collectively, the “**Note**”); and (iii) further evidenced, secured and/or governed by other instruments and documents now or hereafter executed and delivered in connection with the Loan (collectively, the “**Loan Documents**”).

D. Borrower desires to further secure the payment of the Debt and the performance of all of its obligations under the Loan Agreement, the Note, the Mortgage, and the other Loan Documents.

E. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement, the Note, the Mortgage, and the other Loan Documents, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties

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therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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

ARTICLE 1: ASSIGNMENT

1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest, if any, in and to the following property, rights, interests and estates, now owned, or hereafter acquired by such Borrower (collectively, the "**Assigned Property**"):

(a) **Leases.** All existing and future Leases (including the right to enforce such Leases, at law, in equity or by any other means) affecting the use, enjoyment or occupancy of all or any portion of any space in, on, connected to or relating to the Property, and every modification, amendment or other agreement, or right to modify, amend or enter any agreement relating to such Leases, whether made before or after the filing by or against either 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 is effective without further or supplemental assignment.

(b) **Rents.** All Rents, which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.

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

(d) **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**", and 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.

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

(f) **Other.** All rights, powers, privileges, options and other benefits of Borrower as landlord under any of the Leases and as beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive and collect and acknowledge receipt for, all Rents payable or receivable under the Leases, all security deposits paid or payable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Obligations),

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and to do all other things which Borrower or any landlord is or may become entitled to do under any of the Leases or the Lease Guaranties.

(g) 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.

(h) Power of Attorney. Subject to the terms of the Loan Agreement, Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any and all other actions designated by Lender for the proper management and preservation of the Property.

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

ARTICLE 2: TERMS OF ASSIGNMENT

2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Loan Agreement, Lender grants to Borrower an exclusive revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties and all other Assigned Property in connection with its ownership and operation of the Property.

2.2 Notice To Lessees. Borrower hereby authorizes and directs the tenants named in the Leases, any other future tenants or occupants of the Property, and all Lease Guarantors to pay over to Lender, or to such other party as Lender may direct, 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 Assignment and that an Event of Default exists, and to continue doing so until otherwise notified by Lender.

2.3 Representations and Warranties. Borrower represents and warrants that Borrower shall perform in all material respects, all and singular, the material terms, conditions and covenants of the Leases on Borrower's part to be kept, observed and performed; that Borrower has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues and profits from the Property or any part thereof, whether now due or hereafter to become due, to any person, firm or corporation other than Lender; that the Leases are valid and unmodified and are in full force and effect; that no rents, issues or profits of the Property, or any part or parts thereof, becoming due subsequent to the date hereof, have been collected for more than one month subsequent to the date hereof, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised and that no lessee thereunder to Borrower's knowledge is in default under any of the material terms of its Lease. Borrower agrees that Borrower will enforce or secure the performance of each and every material obligation, covenant, condition and agreement to be performed by each tenant under the Leases in a commercially reasonable manner.

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

ARTICLE 3: REMEDIES

3.1 Remedies of Lender. At any time after the occurrence of an Event of Default, upon the written notice to Borrower, the license granted to Borrower in Section 2.1 of this Assignment shall be revoked so long as such Event of Default is continuing, and Lender shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Obligations, 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 and/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 all sums due under all Lease Guaranties, including, without limitation, 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 and performance 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 reasonable 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 and/or the Obligations, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) make any repairs and/or 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 on such terms and conditions as Lender deems advisable, 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 of such part of the Property as may be in the possession of Borrower or its Affiliates, (iv) require Borrower and its Affiliates to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower and its Affiliates may be evicted by summary proceedings or otherwise; and/or (v) generally do, execute and perform any other reasonable act, deed, matter or thing whatsoever

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that ought to be done, executed and performed in and about or with respect to the Property, as fully as Borrower might do.

3.2 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, the Mortgage, 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 Lender hereunder. The 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 Mortgage, 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, the Mortgage or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of (a) Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under any applicable law or rule of procedure, or (b) 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).

3.3 Other Security. Lender may (a) take or release other security for the payment and performance of the Obligations (including, without limitation, the payment of the Debt), (b) release any party primarily or secondarily liable therefor, and/or (c) apply any other security held by it to the payment and performance of the Obligations (including, without limitation, the reduction or satisfaction of the Debt), in each instance, without prejudice to any of its rights under this Assignment.

3.4 Non-Waiver. The exercise by Lender of any option granted Lender in Section 3.1 hereof 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 or Event of Default by Borrower under the Note, the Mortgage, 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. 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, the Mortgage 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, the Mortgage or the other Loan Documents. Lender may resort for the payment and performance of the Obligations (including, without limitation, the payment of the Debt) to any other security held by Lender in such order and manner as Lender, in its sole 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

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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.

3.5 Bankruptcy.

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

(b) If there shall be filed by or against any Borrower a petition under the Bankruptcy Code, and Borrower, as landlord 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 fifteen (15) days' prior written 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 fifteen-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 Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4: NO LIABILITY; FURTHER ASSURANCES

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 unless and until Lender succeed(s) to the interest of Borrower thereunder as landlord under any Lease, or has taken possession and exercises exclusive control of the Property. After the occurrence of an Event of Default, Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property or from any other act or omission of Lender in managing the Property, unless such loss is caused by the willful misconduct, gross negligence or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties unless and until with respect to the Lease, Lender succeed(s) to the interest of Borrower thereunder as landlord under any Lease or under or by reason of this Assignment, or has taken possession and exercises exclusive control of the Property, and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) from any and all claims and demands whatsoever, 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

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Lease Guaranties, unless such loss is caused by the willful misconduct, gross negligence or bad faith of Lender. Should Lender incur any such liability for which Borrower is liable hereunder, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, the Mortgage and the other Loan Documents, and Borrower shall reimburse Lender therefor within ten (10) days of demand. Upon the failure of Borrower to so reimburse Lender, Lender may, at its option, declare all sums secured by this Assignment, the Mortgage and the other Loan Documents immediately due and payable. 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 ADA and Environmental Indemnity Agreement dated as of the date hereof), 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 such loss is caused by the willful misconduct, gross negligence or bad faith of Lender.

4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" nor obligating Lender to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted to Lender, no liability for any injury or damage to person or property sustained by any Person in or about the Property, or otherwise, shall be asserted or enforced by Borrower against Lender, all such liability being expressly waived and released by Borrower.

4.3 Further Assurances. Borrower will, at the sole cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter to be assigned, 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 reasonable prior written notice, will execute and deliver, and hereby authorizes Lender to execute in the name of any Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel Mortgage or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5: MISCELLANEOUS PROVISIONS

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.

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

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failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the Lender and Borrower.

5.3 General Definitions. 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 "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 successor under the Loan Agreement," the word "Lender" shall mean "each Lender and its respective successor under the Loan Agreement," the word "Note" shall mean "any Note and any other evidence of indebtedness secured by any Mortgage," 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 attorney, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its or their 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.

5.4 Inapplicable Provisions. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term, covenant or condition of this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the remainder of this Assignment and any other application of the term shall not be affected thereby.

5.5 Governing Law. This Assignment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

5.6 Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect, subject to the survival of any indemnification and hold harmless provisions. Subject to the irrevocable, unconditional, and indefeasible payment in full of the Debt and satisfaction in full of the Obligations, Lender shall promptly upon request by Borrower cause to be filed in the land records of Cook County, Illinois a release and reconveyance of this Assignment at the sole cost and expense of the Borrower.

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

5.8 WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND LENDER HEREBY WAIVES, 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 OR INDIRECTLY TO THIS ASSIGNMENT, THE LOAN AGREEMENT, THE MORTGAGE, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY

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ACTS OR OMISSIONS OF LENDER OR BORROWER, THEIR OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

5.9 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower, Lender and their respective successors and assigns. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of any portion of the Loan and the Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment from and after the date of assignment. Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

5.10 Headings, Etc. The headings and captions of various sections 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.

5.11 Entry of Judgment. The covenants and obligations of Borrower and the rights and remedies of Lender hereunder shall not merge with or be extinguished by the entry of judgment hereunder, and such covenants, obligations, rights and remedies shall survive entry of judgment until payment in full of the Obligations.

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

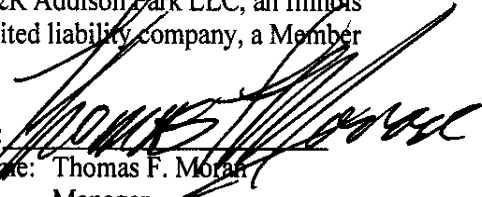
BORROWER:

1025 W ADDISON STREET APARTMENTS OWNER LLC, a Delaware limited liability company

By: 1025 W Addison Street Apartments Investors LLC, a Delaware limited liability company, its sole member

By: Addison Park LLC, a Delaware limited liability company, its manager

By: M&R Addison Park LLC, an Illinois limited liability company, a Member

By: 
Name: Thomas F. Moran
Its: Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lisa Stiner, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas F. Moran, personally known to be to be the Manager of M&R Addison Park LLC, an Illinois limited liability company, a Member of Addison Park LLC, a Delaware limited liability company, the manager of 1025 W Addison Street Apartments Investors LLC, a Delaware limited liability company, the sole member of 1025 W ADDISON STREET APARTMENTS OWNER LLC, a Delaware limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager he signed and delivered the said instrument pursuant to authority of said LLC as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, as the manager of 1025 W Addison Street Apartments Investors LLC, a Delaware limited liability company, the sole member of 1025 W ADDISON STREET APARTMENTS OWNER LLC, a Delaware limited liability company, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 9th day of March 2016.



Lisa Stiner
NOTARY PUBLIC

My commission expires: _____

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EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEAGE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF), THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

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14-20-403-003-0000 (affects part of Parcel 1 and other land, all of Lot 3 and Lot 4 in Parcel 1)
 14-20-403-004-0000 (affects Lot 5 and the North 1/2 of Lot 6 Parcel 1)
 14-20-403-005-0000 (affects the South 1/2 of Lot 6 and all of Lot 7 in Parcel 1)

Address: 3541-3549 N. Clark St., Chicago, IL

PARCEL 2:

LOTS 26 AND 27 IN WEAGE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-023-0000 (affects Lots 28, 29 and the East 23 feet of Lot 30 in Parcel 2)
 14-20-403-024-0000 (affects Lots 26 and 27 in Parcel 2)

Address: 1015-1025 W. Addison St., Chicago, IL

PARCEL 3:

LOT 31 AND THE WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND

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THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-022-0000 (affects the West 3 feet of Lot 30 and all of Lot 31 in Parcel 3)

Address: 1027 W. Addison St., Chicago, IL

PARCEL 4:

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS.

14-20-403-025-0000 (affects Lots 23, 24 and 25 in Parcel 4)

Address: 3554 N. Sheffield Ave., Chicago, IL

PARCEL 5:

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

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14-20-403-067-0000 (affects Lots 20, 21 and 22 in Parcel 5)

Vacant land located west of Sheffield Ave., Chicago, IL (3540 N. Sheffield Ave.)

PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

14-20-403-064-0000 (affects Lots 8 and 9 in Parcel 6)

14-20-403-065-0000 (affects part of Lots 8 and 9 and the remaining Lots in Parcel 6)

Address: 3535-3539 N. Clark St., Chicago, IL

PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

(B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

14-20-403-007-0000 (affects Lots 12 and 13 in Parcel 7)

14-20-403-008-0000 (affects Lots 21, 22 and 23 in Parcel 7)

Address: 3515-3527 N. Clark St., Chicago, IL