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PREPARED BY AND)
 RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 The PrivateBank and Trust Company)
 120 S. LaSalle Street)
 Chicago, Illinois 60603)
 Attn: Jake Noble)
)



Doc#: 1615419085 Fee: \$60.00
 RHSP Fee: \$9.00 RPRF Fee: \$1.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 06/02/2016 12:52 PM Pg: 1 of 12

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of June 1, 2016, by NARE WOODFIELD CORNERS, LLC, an Illinois limited liability company ("Borrower" and "Grantor"), to THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, in its capacity as a lender, and, with its successors and assigns, in its capacity as collateral and administrative agent for Lenders (as defined below) (together with its successors and assigns, "Agent"), and pertaining to the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises").

I

RECITALS

1.1 Loan Agreement. Pursuant to that certain Loan and Security Agreement (the "Loan Agreement"), dated of even date herewith, by and among Indemnitors, Agent, and the other financial institutions who are or hereafter become parties to the Loan Agreement (together with Agent, collectively or individually, as the context may require, referred to herein as "Lenders") Lenders have agreed to make and Borrower has agreed to accept a loan in the original principal amount of up to \$3,000,000.00 (the "Loan"). Any capitalized term used, but not defined herein shall have the meaning ascribed to such term in the Loan Agreement.

1.2 Other Loan Documents. As further security for the repayment of the Loan, Borrower has executed and delivered to Agent a Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (the "Mortgage") of even date herewith, granting to Agent a first lien on the Premises, and Borrower has executed and delivered or have caused to be executed and delivered certain other documents further evidencing or securing the Loan (the Note, the Mortgage, this Assignment, and all such other loan documents, whether now or hereafter existing, and as amended, modified, extended or restated from time to time, are collectively referred to herein as the "Loan Documents").

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1.3 This Assignment. As further security for the repayment of the Loan and for the payment and performance of all other Liabilities (hereinafter defined), in addition to the other Loan Documents, Agent has required Borrower to execute and deliver this Assignment.

II

THE GRANT

Now, therefore, as additional security for the prompt payment when due of all principal of and interest on the Note; payment in full and performance of all obligations of Borrower under the Loan Documents; payment in full of all expenses and charges, legal or otherwise, including attorney's fees and expenses paid or incurred by Agent in realizing or protecting this Assignment or the Loan; and any and all obligations, indebtedness, and liability of Borrower to Agent, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Agent, and all renewals and extensions thereof (all collectively, the "Liabilities") and in consideration of the matters recited above, Borrower hereby grants, sells, assigns, and transfers to Agent all of Borrower's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

- (a) that certain lease or those certain leases described in Exhibit B attached hereto and made a part hereof (collectively "Identified Leases");
- (b) any and all leases, options, contracts for sale, or other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Premises (collectively "Future Leases");
- (c) any and all addenda, extensions, renewals, amendments, and modifications, to or of the Identified Leases and Future Leases, whether now or hereafter existing (being referred to herein collectively with the Identified Leases and Future Leases as the "Leases," and each of the Leases being referred to herein as a "Lease");
- (d) all rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of the Premises described in any of the Leases or in the Mortgage (collectively "Rents");
- (e) all proceeds payable under any policy of insurance covering loss of Rents for any cause ("Insurance Proceeds");
- (f) all rights, powers, privileges, options and other benefits of Borrower as lessor under such Leases (collectively "Borrower's Rights"), including, without limitation, (i) the immediate and continuing right to receive and collect all Rents, and (ii) the right to make all waivers, agreements and settlements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any of the Leases, including the commencement, conduct and

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consummation of such legal proceedings as may be permitted under any provision of any of the Leases or by law, and to do any and all other things whatsoever which the Borrower is or may become entitled to do under any of the Leases; and

- (g) all guaranties of the tenants' performance of the Leases ("Guaranties").

This Assignment constitutes a present, perfected and absolute assignment. This Assignment confers upon Agent a power coupled with an interest and cannot be revoked by Borrower.

III

GENERAL AGREEMENTS

3.1 Present Status. Borrower represents and warrants that:

- (a) Borrower is the sole owner of the entire lessor's interest in the Identified Leases;
- (b) the Identified Leases are valid and enforceable and have not been altered, modified, or amended in any manner whatsoever except as may be herein set forth;
- (c) to Borrower's knowledge, neither Borrower nor any lessee, except as disclosed on Rent Roll or otherwise disclosed to Agent, is in default under any of the terms, covenants, or conditions of the Identified Leases;
- (d) other than this Assignment, no Rent has been assigned or anticipated and no Borrower's Rights or Guaranties have been assigned; and
- (e) no Rent for any period subsequent to the date of this Assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective Identified Leases; and Borrower shall not claim or permit any lessee or any person in possession of any portion of the Premises to claim any right of set-off against any such Rent.

3.2 Future Performance. Borrower covenants:

- (a) to observe and perform in all material respects all of the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof;
- (b) not to consent to or allow the assignment or subletting of the lessee's interest in any of the Leases without the prior written consent of Agent;
- (c) not to collect any of the Rents, other than security or other deposits provided for in the Leases, in advance of the time when the same becomes due;

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- (d) not to hereafter assign, sell, pledge, or encumber any of the Assigned Security except as hereinafter set forth;
- (e) except as permitted under the Loan Documents, not to enter into any Lease or alter, modify, or change the terms of any Lease, Borrower's Rights or Guaranty, cancel or terminate the same, accept a surrender thereof, or in any manner release or discharge any lessee from any obligation or covenant of any Lease, Borrower's Rights or Guaranty, without the prior written consent of Agent;
- (f) at Agent's request, to assign and transfer to Agent specifically in writing any and all Future Leases and to execute and deliver, at the request of Agent, all such further assurances and assignments pertaining to the Premises as Agent may from time to time require;
- (g) to warrant and defend the Assigned Security against all adverse claims, whether now or hereafter arising;
- (h) to enforce or secure the performance of each and every material obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, Borrower's Rights and Guaranties;
- (i) to observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;
- (j) not to lease or otherwise permit the use of all or any portion of the Premises for rent that is below the fair market rent for such property;
- (k) if any of the Leases provide for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Borrower shall furnish rental insurance to Agent in amount and form, and written by insurance companies, as shall be satisfactory to Agent; and
- (l) not hereafter permit any of the Assigned Security to become subordinate to any lien other than the liens of the Mortgage and this Assignment and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate.

IV

DEFAULTS AND REMEDIES

4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Borrower shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all Rents, and to retain, use, and enjoy the same; provided that no default, "Event of Default" pursuant to the Note or any of the other Loan Documents shall occur, each of which events shall constitute a default ("Event of Default") hereunder. All Rents which accrue prior to a Event of Default but are paid thereafter shall be paid to the Agent during the occurrence and continuance of such Event of Default.

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4.2 Exercise of Agent's Rights. During the occurrence and continuance of a Event of Default, Agent may, at its option, take the actions described below, without in any way waiving such Event of Default, without notice and without regard to the adequacy of the security for the Liabilities. Agent may act either in person or by an agent or by a receiver appointed by a court.

- (a) take possession of all or any part of the Premises or any other property described in any or all of the Leases, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Agent may deem proper;
- (b) either with or without taking possession of such Premises, in Agent's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs, or replacements to or of any part of the Premises as may seem proper to Agent and to apply such Rents, in payment of any or all of the following, in such order and manner as Agent may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:
 - (i) all expenses of managing the Premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Agent may deem necessary or desirable;
 - (ii) all expenses of operating, and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance that Agent may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;
 - (iii) all expenses incident to taking and retaining possession of the Premises; and
 - (iv) the Liabilities, including, without limitation, all costs and attorneys' fees.
- (c) at Agent's option, perform Borrower's obligations hereunder or pursuant to any of the Assigned Security, or cure Borrower's default, in such manner and to such extent as Agent deems appropriate;
- (d) make, enforce, modify and accept surrender of the Leases, Borrower's Rights and Guaranties;
- (e) perform any and all other acts necessary or proper to protect the security of this Assignment;
- (f) apply for, and the Borrower hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and

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- (g) avail itself of any rights, powers or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

The Borrower hereby appoints irrevocably Agent its true and lawful attorney in its name and stead and authorizes Agent to take any or all of the actions described above, as provided above. Powers of attorney conferred upon Agent pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Agent's written consent. The exercise by Agent of the rights, powers and remedies granted it in this Section 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Event of Default. Borrower's obligations hereunder shall survive foreclosure of the Mortgage, and Borrower covenants to observe and comply with all its obligations under this Assignment and the other Loan Documents throughout any period of redemption after foreclosure of the Mortgage.

4.3 Non-Liability of Agent, Lenders and Indemnity. None of Agent or Lender shall not be liable for any loss sustained by Borrower resulting from Agent's failure to let the Premises after a Event of Default or from any other act or omission of Agent in managing, using, occupying or maintaining the Premises after a Event of Default unless such loss is directly and solely caused by the gross negligence, willful misconduct or bad faith of Agent. Nor shall Agent be obligated to perform or discharge, nor does Agent hereby undertake to perform or discharge, any obligation, duty, or liability of Borrower or any other party under any Assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make Agent responsible for (i) the control, care, management, or repair of the Premises; (ii) the carrying out of any of the terms and conditions of any Lease; (iii) any waste committed on the property by the lessees or by any other parties or for any dangerous or defective conditions of the Premises; or (iv) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Agent a "mortgagee in possession" of the Premises. Agent has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Agent and accepted by Agent by notice to the tenant under such Lease.

Borrower shall, and does hereby agree to, protect, defend, indemnify, and hold Agent and Lenders harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Agent or any Lender incurs by reason of (a) the Leases, Borrower's Rights or Guaranties; (b) this Assignment; (c) any alleged obligations or undertakings on Agent's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases; or (d) any action taken or omitted by Agent or its agents under this Assignment, unless constituting willful misconduct or gross negligence (as determined by a final and non-appealable judgment or order of court of competent jurisdiction). Should Agent or any Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be paid by Borrower upon demand of Agent or such Lender and shall constitute a part of the Liabilities.

4.4 Collection of Rent. Borrower hereby and irrevocably authorizes and directs the lessee named in any Lease, whether now or hereafter existing, the occupant of all or any part of

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the Premises, or the obligor named in any Guaranty, upon receipt from Agent of written notice to the effect that Agent is then the holder of the Note and that a Event of Default exists, to pay over to Agent all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Agent. Borrower agrees that lessees shall have the right to rely upon such demand and notice from Agent and shall pay such Rents to Agent without any obligation or right to determine the actual existence of any such Event of Default or the Agent's right to receive such Rents, notwithstanding any notice from or claim of Borrower to the contrary, and without the need for a judicial determination that a Event of Default has occurred. Borrower shall have no right or claim against such lessees for any such Rents so paid by tenants to Agent. Borrower agrees that it will at Agent's request take such action as Agent may from time to time request to assist Agent in exercising any rights hereunder, including joining in a written direction to lessees to pay Rents to Agent.

4.5 Other Security. Agent may take or release other security for the Liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof; all without prejudice to any of its rights under this Assignment.

4.6 Waivers. Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Agent of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Agent under any of the other Loan Documents. The right of Agent to collect the Liabilities and to enforce any other security held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

4.7 Amounts Held in Trust for Agent. Any amounts received by Borrower or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Borrower as Rents, from and after the date of any Event of Default, shall be held by Borrower as trustee for Agent and all such amounts shall be accounted for to Agent and shall not be commingled with other funds of the Borrower. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Agent as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. By way of example, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Borrower has received or will receive such amounts in trust for Agent.

V

MISCELLANEOUS

5.1 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, (b) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage

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prepaid, return receipt requested; or (d) upon receipt, if delivered by facsimile, addressed to the addresses set forth below in this Section 5.1 or as such party may from time to time designate by written notice to the other parties. Either party by notice to the other in the manner provided herein may designate additional or different addresses for subsequent notices or communications:

To Agent: The PrivateBank and Trust Company
120 S. LaSalle Street
Chicago, Illinois 60603
Attn: Jake Noble
Fax: (312) 564-6889

With a copy to: Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603
Attn: Thomas G. Moffitt
Fax: (312) 423-8176

To Borrower: NARE Woodfield Corners, LLC
1901 North Roselle Road, Suite 650
Schaumburg, Illinois 60195
Attn: Savas Er
Fax: (847) 882-0490

With a copy to: Jay Zabel & Associates Ltd.
55 W Monroe, Suite 3950
Chicago, Illinois 60603
Attn: Jay Zabel, Esq.
Fax: (312) 201-1436

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises is located.

5.3 Severability. If any provision of this Assignment, or any section, paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.

5.4 Headings. The headings of sections and paragraphs in this 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 of this Assignment.

5.5 Grammar. As used in this Assignment, singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable where the context so requires.

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5.6 Successors and Assigns. This Assignment shall be binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Borrower. The words "Agent" or "Lender," when used herein, shall include Agent's or Lender's respective successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.7 Conflicts. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.

5.8 Joint and Several Liability. If there is more than one Borrower under this Assignment, each such Borrower shall be jointly and severally liable hereunder and an action to enforce this Assignment may be brought against either such Borrower without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either Borrower.

5.9 Reverse Exchange. Notwithstanding any other provision contained herein to the contrary, this Assignment executed by Grantor is fully nonrecourse to CDECREE, LLC, a Delaware limited liability company ("Initial Member"). In no event shall Agent look to the Initial Member, its shareholders, affiliates (excluding the Borrower and any Guarantor) or any entity related thereto to satisfy the obligations under this Assignment.

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly signed and delivered the day and year first above written.

BORROWER:

NARE WOODFIELD CORNERS, LLC, an Illinois limited liability company

By: [Signature]
Name: Savas Er
Title: Manager

STATE OF ILLINOIS
COUNTY OF COOK) SS.

I, JAY ZABEL a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 15 day of JUNE, 2016, personally appeared before me Savas Er, the Managing Member of NARE WOODFIELD CORNERS, LLC, an Illinois limited liability company, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Managing Member of said company, and that he signed and delivered the same in behalf of said company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

[Signature]
Notary Public
My commission expires: 5/31/19



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE EAST 242.50 FEET OF THE WEST 910.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR GOLF ROAD AS SHOWN ON DOCUMENT 10488002 AND EXCEPT THE SOUTH 20 FEET TAKEN FOR WIDENING GOLF ROAD).

PARCEL 2:

RECIPROCAL EASEMENT OF INGRESS AND EGRESS MADE BY AND AMONG, BERKSHIRE LIFE INSURANCE COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1987 AND KNOWN AS TRUST NUMBER 112307 AND CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 RECORDED MARCH 22, 1989 AS DOCUMENT 89125394 RELATING TO DRIVE LANES AND PARKING.

PIN: 07-10-400-011-0000

Commonly known as: 100 East Golf Road, Schaumburg, Illinois

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EXHIBIT B

IDENTIFIED LEASES

1. Panda Express Inc. a California corporation Lease – Expiration Date July 2017.
2. Schaumburg Pizza, LLC, an Illinois limited liability company Lease D/B/A Rosati's Pizza –Expiration Date August 2020.
3. H&K Block Enterprises, LLC, a Missouri limited liability company Lease – Expiration Date April 2020.
4. CIG North, an Illinois Corporation Lease D/B/A Sports Clips– Expiration Date January 2018.
5. Power UP Batteries, LLC, an Illinois limited liability company D/B/A Batteries Plus - Expiration Date November 2021.
6. Mattress Firm, Inc., a Delaware corporation Lease – Expiration Date February 2022.
7. Oreck Acquisitions Holdings, LLC Lease – Expiration Date January 2017.