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This instrument prepared by
and after recording return to:
Kenneth Goldin
Goldin Hill and Associates
9100 Plainfield Road
Brookfield IL 60513


1633519108
Doc# 1633519108 Fee \$68.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/30/2016 03:11 PM PG: 1 OF 16

212596

ASSIGNMENT OF LEASES AND RENTS

Loan No. 208

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 30, 2016 by **WAHID INVESTMENTS LLC**, an Illinois limited liability company, whose mailing address is 1420 Renaissance Drive, Park Ridge IL 60068 (the "Assignor"), to and for the benefit of **RCFNJ, LLC**, a Delaware limited liability company (together with its successors and assigns, the "Lender"), whose mailing address is 418 Clifton Suite 200, Lakewood NJ 08701:

RECITALS:

A. Assignor and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement") pursuant to which Lender agreed to make a loan to Assignor in the principal amount of \$1,100,000.00, together with interest thereon (the "Loan"), which Loan is secured by among other things a Mortgage, Security Agreement and Fixture Filing dated the date hereof (the "Mortgage") from Assignor to Lender and encumbering the real estate legally described on **Exhibit A** attached hereto (the "Real Estate"). In the event of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall control.

B. The execution and delivery of this Assignment by Assignor is required pursuant to the Loan Agreement.

C. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby mortgages, grants, assigns, remises, releases, warrants, bargains, sells and conveys to Lender, its successors, substitutes and assigns, the following described property (such property being hereinafter referred to as the "Collateral"):

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All interest of Assignor in all Leases (as hereinafter defined), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Assignor to collect the rentals under any such Lease;

All rents, revenues, issues, profits, proceeds, income, royalties, accounts, accounts receivable, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Assignor thereon, to be applied against the Obligations secured hereby; provided, however, that subject to the express provisions of the Loan Agreement, Assignor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

All proceeds of the foregoing, including, without limitation, all proceeds of any sale, option or contract to sell the Premises or any portion thereof.

Such Collateral is hereby given by Assignor to secure the following (such indebtedness, obligations and other amounts are hereinafter collectively referred to as "Obligations"): (i) the payment of the Loan and all interest, late charges, prepayment premiums (if any), interest, reimbursement obligations, fees and expenses for letters of credit issued by Lender for the benefit of Assignor and other indebtedness owing under the Loan Agreement or any of the other Loan Documents and by any extensions, modifications, renewals or refinancings thereof; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Loan Agreement or any of the other Loan Documents; and (iii) the reimbursement of Lender for any and all sums expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by the Loan Agreement or any of the other Loan Documents, with interest thereon as provided herein or therein.

TO HAVE AND TO HOLD the Collateral unto Lender, its successors and assigns, forever, free from any and all rights and benefits under and by virtue of the Homestead Exemption Laws of the State or other jurisdiction in which the Real Estate are located (which rights and benefits are hereby expressly released and waived), for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Lease Assignment.**

(a) As additional security for the payment of the Obligations, Assignor, as lessor, hereby unconditionally and absolutely grants, transfers, sets over and assigns to Lender the entire lessor's right, title and interest in and to all leases and subleases (including all extensions and renewals thereof) which now or hereafter affect all or any portion of the Real Estate (collectively, the "Leases") and in and to all rents, issues, income and profits of or from all or any portion of the Real Estate. Except as may be hereafter agreed by Lender in writing, Assignor will not, without Lender's prior consent (i) enter into a Lease of all or any portion of the Real Estate, modify or amend the terms and conditions of any Lease, or give any approval or consent required or permitted by

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any Lease, (ii) execute an assignment or pledge of any rents and/or any Leases affecting all or any portion of the Real Estate; or (iii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, other than security and other deposits.

(b) Assignor, at its sole cost and expense, will (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases affecting all or any portion of the Real Estate, on the part of the lessor thereunder to be kept and performed, and will not, without the prior written consent of Lender, release the liability of any tenant thereunder, permit any tenant thereunder to withhold the payment of rent or make off-sets against rent, permit any tenant to claim a total or partial eviction, permit any tenant to terminate or cancel any Lease, waive or excuse the obligation to pay rent under any Lease or modify or cancel the terms of any guaranty of any Lease; (ii) use its best efforts to enforce or secure the performance of all of the covenants, conditions and agreements of such Leases on the part of the tenants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such Leases or the obligations, duties or liabilities of the lessor or of the tenants thereunder; (iv) as additional security for the payment of the Loans, transfer and assign to Lender any Lease or Leases of the Real Estate heretofore or hereafter entered into, and make, execute and deliver to Lender upon demand, any and all instruments required to effectuate said assignment; (v) give written notice to Lender within five days after the occurrence of any material default under any Lease affecting all or any portion of the Real Estate; and (vi) exercise within five (5) days of any demand therefor by Lender any right to request from the tenant under any Lease affecting all or any portion of the Real Estate a certificate with respect to the status thereof.

(c) Assignor represents and covenants to Lender that Assignor has not heretofore made any other assignment of all or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder. So long as no Event of Default has occurred and is continuing, Assignor shall have the right to collect, but not more than thirty days in advance of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits) and to retain, use and enjoy the same. Lender shall have the right to notify the tenants under the Leases of this assignment at any time.

(d) Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Real Estate following the occurrence of an Event of Default or from any other act or omission of Lender in managing, operating or maintaining the Real Estate following the occurrence of an Event of Default, unless caused by Lender's gross negligence or willful misconduct. Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to oversee, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Lender under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Lender for, and to hold Lender harmless of and from, any and all liability,

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loss, or damage which Lender may or might incur under any Lease and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Lender incur any liability, loss or damage under any Lease, or in the defense of any such claim or demand, unless caused by Lender's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rates and shall be secured by this Assignment. Except to the extent of Lender's actual taking possession of the Real Estate, this Assignment shall not operate to place responsibility for the care, control, management or repair of the Real Estate or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed upon the Real Estate by any tenant, occupant or other party, or for any dangerous or defective condition of the Real Estate, or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

(e) In the event of the enforcement by Lender of the remedies provided for by law or by this Assignment, to the extent required by such Lease or by law, the lessee under each Lease affecting all or any portion of the Real Estate shall, at the option of Lender, attorn to any person succeeding to the interest of Assignor as a result of such enforcement and shall recognize such successor in interest as lessor under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Lender or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

(f) If an Event of Default has occurred and is continuing, Lender shall have the right to: (i) enter upon and take possession of the Real Estate either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem necessary or proper in accordance with the terms of the Leases, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Lender deems necessary or proper; and/or (ii) either with or without taking possession of the Real Estate, demand, sue for, settle, compromise, collect and give acquittances for all rents, issues, income and profits of and from the Real Estate and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Lender, without proof of Event of Default, upon receipt from Lender of written notice specifying that an Event of Default has occurred and directing such tenants to thereafter pay all such rents and other amounts to Lender and to comply with any notice or demand by Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the

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Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Lender.

2. **Effect of Extensions of Time.** If the payment of the Obligations hereby or any part thereof is extended or varied or if any part of any security for the payment of the Obligations is released, all persons now or at any time hereafter liable therefor, or interested in the Real Estate or having an interest in Assignor, shall be held to assent to such extension, variation or release, and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Lender notwithstanding such extension, variation or release.

3. **Lender's Performance of Defaulted Acts and Expenses by Lender.** If an Event of Default has occurred and is continuing, Lender may, but need not, make any payment or perform any act herein required of Assignor in any form and manner deemed expedient by Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Real Estate or consent to any tax or assessment or cure any default of Assignor in any lease of the Real Estate. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender in regard to any tax referred to in Section 8 above or to protect the Real Estate or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Assignor to Lender, upon demand, and with interest thereon at the Default Rate then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Lender in connection with (a) sustaining the lien of this Assignment or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any indebtedness or performing any obligations of Assignor secured hereby, (d) any litigation or proceedings affecting the Loan Agreement, this Assignment, any of the other Loan Documents or the Real Estate, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Loan Agreement, this Assignment, any of the other Loan Documents or the Real Estate, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Assignor to Lender, upon demand, and with interest thereon at the Default Rate.

4. **Foreclosure; Expense of Litigation.** Upon the occurrence of an Event of Default, whether by acceleration or otherwise, Lender shall have the right and option to enforce the provisions and/or to foreclose the lien hereof for such indebtedness or part thereof and/or exercise any right, power or remedy provided in this Assignment or any of the other Loan Documents in accordance with applicable law.

5. **Lender's Right of Possession in Case of Event of Default.** At any time after an Event of Default has occurred, Assignor shall, upon demand of Lender, surrender to Lender possession of the Real Estate. Lender, in its discretion, may, subject to applicable law, enter upon and take and maintain possession of all or any part of the Real Estate, together with all documents, books, records, papers and accounts relating thereto, and may exclude Assignor and

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its employees, agents or servants therefrom, and Lender may then hold, operate, manage, develop and control the Real Estate, either personally or by its agents, and in connection therewith but not lieu thereof, exercise its rights and remedies set forth in the Loan Documents, Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Real Estate, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, and to the fullest extent permitted under applicable law, Lender shall have full power to:

- (a) cancel or terminate any Lease for any cause or on any ground which would entitle Assignor under such lease or sublease to cancel the same;
- (b) elect to disaffirm any Lease which is then subordinate to the lien hereof;
- (c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications and Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a Assignor at a foreclosure or other sale;
- (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Real Estate as Lender deems are necessary;
- (e) insure and reinsure the Real Estate and all risks incidental to Lender's possession, operation and management thereof; and
- (f) receive all of such avails, rents, issues and profits.

6. **Application of Income Received by Lender.** Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Real Estate as set forth in the Loan Documents.

7. **Rights Cumulative.** Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Lender to exercise any right or remedy granted under this Assignment shall impair such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

8. **Lender's Right of Inspection.** Subject to the rights of tenants, Lender and its representatives shall have the right to inspect the Real Estate and the books and records with respect thereto at all reasonable times, and access thereto shall be permitted for that purpose.

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9. **Release Upon Payment and Discharge of Assignor's Obligations.** Lender shall release this Assignment and the lien hereof by proper instrument upon receipt of Lender's confirmation of payment and discharge of the Obligations and other obligations secured hereby, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

10. **Continuing Security Interest.** Assignor agrees that the lien granted in this Assignment shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Assignor may have against Lender, any guarantor of the Obligations or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Lender shall have any knowledge thereof), including without limitation:

- (a) any lack of validity or enforceability of any of the Loan Documents or any other agreement delivered in connection with the Loans;
- (b) any termination, amendment, modification or other change in any of the Loan Documents, including, without limitation, any modification of the interest rate(s) described therein;
- (c) any furnishing, exchange, substitution or release of any collateral securing repayment of the Loans, or any failure to perfect any lien in such collateral;
- (d) any failure, omission or delay on the part of Assignor, any guarantor of the Obligations or Lender to conform or comply with any term of any of the Loan Documents or any failure of Lender to give notice of any Event of Default;
- (e) any waiver, compromise, release, settlement or extension of time of payment or performance or observance of any of the obligations or agreements contained in any of the Loan Documents;
- (f) any action or inaction by Lender under or in respect of any of the Loan Documents, any failure, lack of diligence, omission or delay on the part of Lender to enforce, assert or exercise any right, power or remedy conferred on it in any of the Loan Documents, or any other action or inaction on the part of Lender;
- (g) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshaling of assets and liabilities or similar events or proceedings with respect to Assignor or any guarantor of the Obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;
- (h) any merger or consolidation of Assignor into or with any entity, or any sale, lease, or transfer of any of the assets of Assignor or any guarantor of the Obligations to any other person or entity;
- (i) any change in the ownership of Assignor;

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(j) any release or discharge by operation of law of Assignor, Guarantor or any other guarantor of the Obligations from any obligation or agreement contained in any of the Loan Documents; or

(k) any other occurrence, circumstance, happening or event, whether similar or dissimilar to the foregoing and whether foreseen or unforeseen, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit recourse against Assignor.

11. **Waivers.** Assignor unconditionally expressly waives the following:

(a) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against the Real Estate or the Collateral, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under any of the Loan Documents and notice of any Default or Event of Default or any failure on the part of Assignor or any guarantor of the Obligations to perform or comply with any covenant, agreement, term or condition of any of the Loan Documents;

(b) any right to the enforcement, assertion or exercise against Assignor, any other Borrower or any guarantor of the Obligations of any right or remedy conferred under any of the Loan Documents;

(c) any requirement of diligence on the part of any person or entity;

(d) to the fullest extent permitted by law, any claims based on allegations that Lender has failed to act in a commercially reasonable manner or that Lender has failed to act with respect to any matters referenced in Section 26 above;

(e) any requirement to exhaust any remedies or to mitigate the damages resulting from any default under any of the Loan Documents;

(f) any set-off or counterclaims;

(g) any notice of any sale, transfer or other disposition of any right, title or interest of Lender under any of the Loan Documents;

(h) any right to assert or take advantage of any right or claim of right to cause a marshaling of any of the assets of Assignor or any guarantor of the Obligations;

(i) any statute of limitations affecting the enforcement of this Assignment;

(j) any requirement that Lender exhaust any right or remedy, or proceed first or at any time, against Assignor or any guarantor of, or any security for, any of the Obligations;

(k) any right to take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Real Estate, or any part thereof, prior to any sale or

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sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof;

(l) any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of the Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Assignor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15 §1601 or other applicable law or replacement statutes; and

(m) any and all rights to invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power and remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

12. **Indemnity.** Assignor hereby covenants and agrees that no liability shall be asserted or enforced against Lender in the exercise of the rights and powers granted to Lender in this Assignment, and Assignor hereby expressly waives and releases any such liability, except to the extent that such liability arises from: (a) Lender's gross negligence or willful misconduct, or (b) Lender's failure to act in a commercially reasonable manner. Assignor shall indemnify and save Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including court costs and reasonable attorneys' fees) (collectively, the "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from: (x) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Assignment or for the purpose of protecting the lien hereof; (y) the offer for sale or sale of all or any portion of the Real Estate; and (z) the ownership, leasing, use, operation or maintenance of the Real Estate, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Real Estate to Lender in accordance with the terms of this Assignment; provided, however, that Assignor shall not be obligated to indemnify or hold Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Lender.

13. **Notices.** Any notices, communications and waivers under this Assignment shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, by certified mail, return receipt requested, (iii) by overnight express carrier or (iv) via facsimile, addressed in each case as follows:

To Assignor:	To the address set forth on page one hereof
To Lender:	To the address set forth on page one hereof
With copy to	Goldin Hill & Associates 9100 Plainfield Road

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Brookfield, Illinois 60513
Attn: Kenneth G. Goldin, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, (iii) if sent by certified mail, then on the earlier of the third federal banking day following the day sent or when actually received or (iv) if sent via facsimile on the date of delivery if delivered on a business day between 9:00 a.m. and 5:00 p.m. local time of recipient (otherwise on the next business day), upon confirmation of receipt by electronic answer back.

14. **Usury Exemption.** Any agreements between Assignor and Lender are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the Loan Agreement secured hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, detention or forbearance of the proceeds of the Loans to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto. If fulfillment of any provision herein, in the Loan Agreement or in any of the other Loan Documents, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then, ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate.

15. **Further Instruments.** Upon request of Lender, Assignor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Assignment and of the other Loan Documents.

16. **Miscellaneous.**

(a) **Amendments and Waivers.** No waiver, amendment or other variation of the terms, conditions or provisions of this Assignment whatsoever shall be valid unless in writing signed by Lender and then only to the extent specifically set forth in such writing.

(b) **Successors and Assigns.** This Assignment and all provisions hereof shall be binding upon and enforceable against Assignor and its estates, assigns and other successors. This Assignment and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the indebtedness evidenced by the Loan Agreement. Lender shall have the right at any time to sell, assign or transfer portions of its right, title and/or interest in and to this Assignment and the other Loan Documents (including the sale of participation interests therein), without the consent or approval of Assignor, and Assignor agrees to cooperate and to cause Guarantor to cooperate in all respect with Lender in connection therewith, including, without limitation, the execution of all documents and instruments reasonably requested by Lender or such transferee, provided that such documents and instruments do not materially adversely affect any of the duties or obligations of Assignor and Guarantor under this Assignment or the other Loan Documents.

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(c) Invalidity of Provisions; Governing Law. In the event one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Assignment shall be construed in accordance with Illinois law.

(d) Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a Mortgagee in possession in the absence of the actual taking of possession of the Real Estate by Lender pursuant to this Assignment or the Mortgage.

(e) Relationship of Lender and Assignor. Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Assignor or of any lessee, operator, concessionaire or licensee of Assignor in the conduct of their respective businesses, and, without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a Lender in possession or exercising any rights pursuant to this Assignment, any of the other Loan Documents, or otherwise. The relationship of Assignor and Lender hereunder is solely that of debtor/creditor.

(f) Time of the Essence. Time is of the essence of the performance and observance by Assignor of all terms, conditions, obligations and agreements contained in this Assignment.

(g) No Merger. It being the desire and intention of the parties hereto that this Assignment and the lien hereof do not merge in fee simple title to the Real Estate, it is hereby understood and agreed that should Lender acquire any additional or other interest in or to the Real Estate or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Assignment and the lien hereof shall not merge in the fee simple title and this Assignment may be foreclosed or otherwise sold as if owned by a stranger to the fee simple title.

(h) Indebtedness Not Limited by Statements for Tax and Registration Authorities. Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Lender's agreement with Assignor as provided by this Assignment and by any other Loan Documents or the priority of the lien of this Assignment or any advances made hereunder.

(i) Maximum Indebtedness. To the extent that the laws of the State of Illinois require a specific limitation on the indebtedness potentially secured hereby, whether for the purpose of notifying future parties interested in the Real Estate or otherwise, the maximum indebtedness secured hereby shall be Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

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(j) Business Loan. The Loan, including interest rate, fees and charges as contemplated by the Loan Agreement, (i) is a business loan within the purview of 815 ILCS 205/4(1)(c), as amended from time to time, (ii) are an exempted transaction under the Truth In Lending Act, 12 U.S.C. 1601 et seq., as amended from time to time, and (iii) do not, and when disbursed shall not, violate the provisions of the Illinois usury laws, any consumer credit laws or the usury laws of any state which may have jurisdiction over this transaction, the Assignor or any property securing the Loans.

(k) Future Advances. This Assignment shall secure not only presently existing indebtedness under the Loan Agreement or any other Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Assignment, although there may be no advance made at the time of execution of this Assignment and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Assignment shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness may increase or decrease from time to time, as provided in the Loan Agreement, and any disbursements which Lender may make under this Assignment or the Loan Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect Lender's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Assignment and the Mortgage are intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

(l) JURISDICTION AND VENUE. ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE ASSIGNOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST THE ASSIGNOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE ASSIGNOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

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(m) WAIVER OF RIGHT TO JURY TRIAL. ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

Signature

page

follows:

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IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

WAHID INVESTMENTS LLC

By: Mohamed S. Sirajudeen
Mohamed Sirajudeen, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public in and for the State of Illinois, personally appeared **Mohamed Sirajudeen**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and to be the manager of Wahid Investments LLC, an Illinois limited liability company and acknowledged to me that he executed the same as his own voluntary act and deed and as the voluntary act and deed of said limited liability company for the purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of Nov, 2016.



[Signature]
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

***PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 4 WITH A LINE DRAWN 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE SOUTH 0 DEGREES 07 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE DRAWN 33.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, A DISTANCE OF 154.03 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST 120.22 FEET TO A POINT ON A CIRCLE CONVEX NORTHWEST AND HAVING A RADIUS OF 9.43 FEET; THENCE SOUTHWESTERLY ALONG SAID CIRCLE 14.88 FEET THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 03 MINUTES 25 SECONDS WEST FOR 13.38 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 39 SECONDS EAST ALONG A LINE TANGENT TO SAID CIRCLE 13.30 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 24 SECONDS WEST 126.49 FEET; THENCE NORTH 0 DEGREES 43 MINUTES 09 SECONDS WEST 18.03 FEET TO A POINT ON A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 4.49 FEET; THENCE NORTHWESTERLY ALONG SAID CIRCLE 7.07 FEET THE CHORD OF WHICH BEARS NORTH 45 DEGREES 45 MINUTES 20 SECONDS WEST FOR 6.36 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, 7.34 FEET TO A POINT ON A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 6.09 FEET; THENCE SOUTHWESTERLY ALONG SAID CIRCLE 9.48 FEET THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 37 MINUTES 56 SECONDS WEST FOR 8.55 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 21 SECONDS WEST ALONG A LINE TANGENT TO SAID CIRCLE 14.08 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 54 SECONDS WEST 41.96 FEET;

THENCE NORTH 0 DEGREES 08 MINUTES 57 SECONDS WEST 65.30 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 51 SECONDS WEST 51.49 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 54 SECONDS WEST 110.17 FEET TO THE AFORESAID LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE 367.58 FEET TO THE HERINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 40, 41, 42, 43, 44 AND THE WEST HALF OF LOT 45 IN BLOCK 2 IN MARTHE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 33 FEET THEREOF DEDICATED FOR STREET) OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

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EXHIBIT A

Legal Description (continued):

Permanent Index Nos. :

16-04-404-031-0000

16-04-224-032-0000

16-04-224-033-0000

16-04-224-034-0000

16-04-224-035-0000

16-04-404-036-0000

Street Address: 4909 W. Division Street, Chicago Illinois 60651

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**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**