

UNOFFICIAL COPY



ASSIGNMENT OF RENTS

Doc# 1703418062 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/03/2017 03:01 PM PG: 1 OF 9

Prepared by/After recording mail to:
Loza Law Offices P.C.
2500 E. Devon Avenue, Suite 200
Des Plaines, Illinois 60018
Tel (847) 297-9977

A02022017-3 2/2

THIS ASSIGNMENT OF RENTS dated January 25, 2017, is made and executed between **S&B Group Ltd.**, an Illinois corporation (hereinafter referred to as "Borrower") and **US Enterprises LLC F2**, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Creditor").

ASSIGNMENT. For valuable consideration, Borrower hereby assigns, grants a continuing security interest in, and conveys to Creditor all of Borrower's right, title, and interest in and to the Rents from the following described Property located in County of Cook, State of Illinois:

LOT 4 IN BLOCK 4 IN OAKWOOD SUBDIVISION OF THE NORTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Legal description prior to condominium deconversion: UNITS NUMBER 1, 2 AND 3, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN 6506 SOUTH SAINT LAWRENCE CONDOMINIUMS, AS DELINEATED AND DEFINED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 4 IN BLOCK 4 IN OAKWOOD SUBDIVISION OF THE NORTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN: WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 0733215074, IN COOK COUNTY, ILLINOIS.)

PIN: 20-22-219-046-1001; 20-22-219-046-1002 and 20-22-219-046-1003

(issuance of a single PIN by Cook County Assessor post-condo deconversion pending)

Common Address: 6506 S. St. Lawrence Avenue, Chicago, Illinois 606237

CROSS- COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Creditor, or any one or more of them, as well as all claims by Creditor against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise unenforceable.

Initials: A. B _____

CCRD REVIEWER RJ 1

9

UNOFFICIAL COPY

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Creditor to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Creditor in its discretion may loan to Borrower, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Borrower shall pay to Creditor all amounts secured by this Assignment as they become due, and shall strictly perform all of Borrower's obligations under this Assignment. Unless and until Creditor exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Borrower may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Creditor's consent to the use of cash collateral in a bankruptcy proceeding.

BORROWER'S REPRESENTATIONS AND WARRANTIES. Borrower warrants that:

Ownership. Borrower is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Creditor in writing.

Right to Assign. Borrower has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Creditor.

No Prior Transfer. Borrower has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Borrower will not sell, assign, encumber, or otherwise dispose of any of Borrower's rights in the Rents except as provided in this Assignment.

CREDITOR'S RIGHT TO RECEIVE AND COLLECT RENTS. Creditor shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Creditor is hereby given and granted the following rights, powers and authority:

Notice of Tenants. Creditor may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Creditor or Creditor's agent.

Enter the Property. Creditor may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable thereof, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Creditor may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Creditor on the Property.

Initials: A. B _____

UNOFFICIAL COPY

Compliance with Laws. Creditor may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Creditor may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Creditor may deem appropriate.

Employ Agents. Creditor may engage such agent or agents as Creditor may deem appropriate, either in Creditor's name or in Borrower's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Creditor may do all such other things and acts with respect to the Property as Creditor may deem appropriate and may act exclusively and solely in the place and stead of Borrower and to have all of the powers of Borrower for the purpose stated above.

No Requirement to Act. Creditor shall not be required to do any of the foregoing acts or things, and the fact that Creditor shall have performed one or more of the foregoing acts or things shall not require Creditor to any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Creditor in connection with the Property shall be for Borrower's account and Creditor may pay such costs and expenses from the Rents. Creditor, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Creditor which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Creditor under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Borrower pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Borrower under this Assignment, the Note, and the Related Documents, Creditor shall execute and deliver to Borrower a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Creditor's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Borrower, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Creditor is forced to remit the amount of that payment, (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Creditor or any of Creditor's property, or (C) by reason of any settlement or compromise of any claim made by Creditor with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Creditor, and Borrower shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

CREDITOR'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Creditor's interest in the Property or if Borrower fails to comply with any provisions of this Assignment or any Related Documents, including (but not limited to) Borrower's failure to discharge or

Initials: A

UNOFFICIAL COPY

pay when due any amounts Borrower is required to discharge or pay under this Assignment or any Related Documents, Creditor on Borrower's behalf may (but shall not be obligated to) take any action that Creditor deems appropriate, including (but not limited to) discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Creditor for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Creditor to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Creditor's option, will (A) be payable in demand; (B) be added to the balance of the Note and apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Noted maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Creditor may be entitled upon Default.

DEFAULT. Each of the following, at Creditor's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or perform any other term, obligation, covenant or condition contained in this Assignment or in any of the other Related Documents or to comply with or perform any term, obligation, covenant or condition contained in any other agreement between Creditor and Borrower.

Default on Other Payments. Failure of Borrower within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Borrower defaults under any loan, extension or credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Borrower's property or ability to perform their respective obligations under this Assignment or any of the Related Document.

False Statements. Any warranty, representation or statement made or submitted to Creditor by Borrower or on Borrower's behalf under this Assignment or Related Documents is false or misleading in any material respect, either now or at the time made or submitted or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Borrower's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Initials: A. D _____

UNOFFICIAL COPY

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self-help, repossession or any method, by any creditor of Borrower or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Creditor. However, this Event of garnishment of any of Borrower's accounts, including deposit accounts, with Creditor. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Creditor written notice of the creditor or forfeiture proceeding and deposits with Creditor monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Creditor, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the proceeding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Creditor believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Creditor on good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Creditor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Creditor deems in Creditor's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Creditor may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Creditor shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Creditor shall have the right, without notice to Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Creditor's costs, against the Indebtedness. In furtherance of this right, Creditor shall have all the rights provided for in the Creditor's Right to Receive and Collect Rents Section, above. If the Rents are collected by Creditor, then Borrower irrevocably designates Creditor as Borrower's attorney-in-fact to indorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Creditor in response to Creditor's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Creditor may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Initials: _____

A. B.

UNOFFICIAL COPY

Mortgagee in Possession. Creditor shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Creditor's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Creditor shall not disqualify a person from serving as a receiver.

Other Remedies. Creditor shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Creditor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower under this Assignment, after Borrower's failure to perform, shall not affect Creditor's right to declare a default and exercise its remedies.

Attorney's Fees; Expenses. If Creditor institutes any suit or action to enforce any of the terms of this Assignment, Creditor shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Creditor incurs that in Creditor's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Creditor's attorney's fees and Creditor's legal expenses, whether or not there is a lawsuit, including attorney's fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Creditor and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Creditor in the State of Illinois.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Creditor in any capacity, without the written consent of Creditor.

Initials: _____

A. B.

UNOFFICIAL COPY

Interpretation. (1) In all cases where there is more than one Borrower, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Borrower," the obligations of each Borrower are joint and several. This means that if Creditor brings a lawsuit, Creditor may sue any one or more of the Borrowers. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Creditor. Creditor shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Creditor. No delay or omission on the part of Creditor in exercising any right shall operate as a waiver of such right or any other right. A waiver by Creditor of a provision of this Assignment shall not prejudice or constitute a waiver of Creditor's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Creditor, nor any course of dealing between Creditor and Borrower, shall constitute a waiver of any of Creditor's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Creditor is required under this Assignment, the granting of such consent by Creditor in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Creditor.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Creditor informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Creditor to any Borrower is deemed to be notice given to all Borrowers.

Powers of Attorney. The various agencies and powers of attorney conveyed on Creditor under this Assignment are granted for purposes of security and may not be revoked by Borrower until such time as the same are renounced by Creditor.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Borrower's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Borrower, Creditor, without notice to Borrower, may deal with Borrower's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations if this Assignment or liability under the Indebtedness.

Initials: A. B _____

UNOFFICIAL COPY

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BORROWER'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF BORROWER, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means S&B Group Ltd, an Illinois corporation.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Guarantor. The word "Guarantor" means any guarantor, surety or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Creditor, including (without limitation) a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, or consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Creditor to discharge Borrower's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Creditor. The word "Creditor" means US Enterprises LLC F2, an Illinois limited liability company, its successors and/or assigns.

Note. The word "Note" means any promissory note or other evidence of indebtedness from Borrower to Creditor, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the promissory note or agreement.

Initials: A B _____

UNOFFICIAL COPY

Property. The word "Property" means all of Borrower's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Borrower's present and future rights, title and interest in, to and under any and all present and future leases, including (without limitation) all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind or nature, whether due now or late, including (without limitation) Borrower's right to enforce such leases and to receive and collect payments and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON JANUARY 25, 2017.

A. G. Bukrejewski

S&B Group Ltd.
By: Andrzej Bukrejewski, its Authorized Agent

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrzej Bukrejewski personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument on behalf of S&B Group Ltd. as its duly authorized agent and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 25th day of January 2017.



Natalia A. Lobaczewski

Notary Public

Initials: *A. B.* _____