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PREPARED BY AND AFTER RECORDING RETURN TO:

Frederick L. Klein
DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004
Loan No.: 160001053



Doc# 1703918057 Fee \$62.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/08/2017 01:57 PM PG: 1 OF 13

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EXECUTION VERSION

Loan Number 160001053

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made as of this 2nd day of February, 2017, by **CLPF - KSA GROCERY PORTFOLIO EVANSTON WF, LLC**, a Delaware limited liability company, having an office at c/o Clarion Partners, 230 Park Avenue, 12th Floor, New York, New York 10169, Attention: Chief Financial Officer (herein called the "**Assignor**"), to **AXA EQUITABLE LIFE INSURANCE COMPANY**, a New York corporation, having an office at 1290 Avenue of the Americas, New York, New York 10104 (herein called "**Assignee**"),

WITNESSETH.

FOR VALUE RECEIVED, Assignor hereby presently, absolutely and irrevocably grants, transfers, and assigns to Assignee, its successors and assigns, without the necessity of Assignee taking possession of the premises, all of the right, title and interest of Assignor in and to all those certain leases, licenses and other occupancy or use agreements with modifications, if any, existing now or at any time hereafter affecting the premises (the "**Premises**") described in that certain mortgage, deed of trust or other security instrument of even date herewith made by Assignor to Assignee (the "**Security Instrument**"), together with any renewals and extensions of any thereof and any guarantees of the lessee's obligations under any thereof (collectively, "**Leases**");

TOGETHER WITH all of the rents, royalties, profits, revenues, income and proceeds therefrom now due, or which may become due, or to which Assignor may now or hereafter become entitled, or may demand or claim, including additional, percentage, participation and other rentals, fees and deposits, arising or issuing from or out of the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder ("**Security Deposits**"), any premium or other consideration payable by any tenant for or upon the cancellation of a Lease, or arising or issuing from or out of the Premises or any part thereof or interest therein, together with any and all rights which Assignor

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may have with respect to rent insurance proceeds, and settlements, judgments and bankruptcy claims with respect to unpaid rents (collectively, "**Rents**");

TOGETHER WITH all of the right, power and authority of Assignor, in accordance with the terms of the Leases, or as may be otherwise agreed by tenants, to alter, modify or change the terms, covenants and conditions of any of the Leases or to surrender, cancel or terminate the same or to accept any surrender, cancellation or termination of same or to compromise or settle any rights or claims for unpaid Rent under the same;

TOGETHER WITH all of the credits, security deposits, options, rights, powers and privileges of Assignor under all of the Leases, whether now or hereafter existing;

For the purpose of securing (a) payment of all sums now or at any time hereafter due Assignee (the "**Indebtedness**") and secured by the Security Instrument (which together with all other documents delivered in connection with closing the loan are referred to as the "**Loan Documents**") and (b) due, prompt and complete performance and discharge of each obligation, covenant, condition, warranty, representation and agreement of Assignor contained herein or in the Security Instrument or any other Loan Document.

The rights assigned to Assignee hereunder shall extend also to the period from and after the filing of any suit to foreclose the lien of the mortgage or the commencement of any other enforcement remedy provided for in the Security Instrument, and such rights shall survive and shall not merge into any judgment.

ASSIGNEE AGREES that:

A. So long as no Event of Default under the provisions of the Security Instrument shall exist and continue, Assignee hereby grants to Assignor a revocable license to manage and operate the Premises and collect, receive and apply (but no more than one (1) month prior to accrual) all Rents, subject to the provisions of the Loan Documents, and Paragraphs 5 and 6 hereof. Assignor shall receive and hold the Rents to be applied, and Assignor hereby covenants so to apply the Rents to the Indebtedness, all before using any part of the Rents for any other purpose after the occurrence of such Event of Default, and prior to the occurrence of such Event of Default, to apply the Rents in accordance with the requirements of Paragraph 5 hereof.

B. Upon the payment in full of the Indebtedness, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Instrument without the recording of another Security Instrument in favor of Assignee affecting the Premises, this Assignment shall become and be void and of no effect.

ASSIGNOR AGREES, JOINTLY AND SEVERALLY IF THERE BE MORE THAN ONE ASSIGNOR, that:

1. Assignor will fulfill or perform each and every condition and covenant of each Lease by lessor to be fulfilled or performed, will give prompt notice to Assignee of any notice of

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default by Assignor under any Lease received by Assignor together with a complete copy of any such notice, at the sole cost and expense of Assignor will enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of each Lease by the lessee to be performed or observed, will not anticipate the Rents thereunder (other than Security Deposits) for more than thirty (30) days prior to accrual, will not do or permit to be done anything to impair the security of Assignee under this Assignment, will not execute, without Assignee's prior written consent any other assignment of the landlord's interest in any of the Leases, or execute any future Major Lease (as such term is hereinafter defined), and will not subordinate the Leases to any mortgage or other encumbrance or permit, allow or suffer any such subordination without Assignee's prior written consent. Furthermore, subject to the provisions of Paragraph 2 hereof, Assignor will not modify nor in any way alter the terms of any Lease, will not terminate the term of any Lease nor accept a surrender thereof unless required to do so by the terms of the Lease or unless any such Lease termination is specifically permitted by Section 2.11(h) of the Security Instrument, and will not waive nor release the lessee (or guarantor) from any obligations or conditions by the lessee (or guarantor) to be performed or settle or compromise any right or claim for unpaid Rents, whether in connection with litigation, bankruptcy or otherwise. "Major Lease" shall mean any present or future Lease demising more than 10,000 square feet (including air space, if any, covered by any options granted the lessee to rent additional space in the future), and any Lease to a tenant occupying all or substantially all of the leasable area of the Premises.

2. The rights assigned hereunder include, without limitation, all Assignor's right and power to (i) receive and collect the Rents, or to anticipate Rents for more than thirty (30) days prior to accrual under any Lease and (ii) modify any Lease or to terminate the term or to accept a surrender thereof or to waive, or release the lessee from, the performance or observance by the lessee of any obligation or condition thereof or settle or compromise any right or claim for unpaid Rents, whether in connection with litigation, bankruptcy or otherwise; provided, however, so long as no Event of Default under the provisions of the Security Instrument shall exist and continue, clause (ii) shall only apply to Major Leases, but Assignor, as regards Leases which are not Major Leases, shall not take any action which would result in any such Lease not meeting the requirements of the second sentence of Subsection 2.11(a) of the Security Instrument.

3. At Assignor's sole cost and expense, Assignor will appear in and defend any action growing out of or in any manner connected with any Lease or the obligations or liabilities of the lessor, lessee or any guarantor thereunder, and Assignee, if made a party to any such action, may employ counsel and incur and pay necessary costs and expenses and attorneys' fees, and all such sums, with interest at the rate applicable from and after maturity under the note secured by the Security Instrument, shall immediately be due from Assignor and secured hereby and by the Security Instrument.

4. Should Assignor fail to make any payment or do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor and without releasing Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any

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obligation of the lessor contained in any Lease, and, in exercising any such powers, paying necessary costs and expenses, employing counsel and incurring and paying attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the rate applicable from and after maturity under the note secured by the Security Instrument, and the same shall be added to the Indebtedness and shall be secured hereby and by the Security Instrument.

5. (a) Assignor's license to collect and retain Rents is subject to the condition that, and Assignor hereby specifically covenants that (i) all Rents from the Premises shall be applied to payment of expenses and maintenance of the Premises, real estate taxes (including the funding of any customary reserves regarding the payment of same pending the next installment due date, debt service payments, and other expenditures required by the Loan Documents, which for the purpose hereof are allocable to such Rents on an accrual basis and (ii) distributions or other payments of any nature (including without limitation, payment of loans and fees) will be made to or on behalf of partners, members, stockholders or other owners of any interest in Assignor or the Premises or their affiliates only from that portion of Rents which is in excess of the amount necessary to fully comply with clause (i) above and any distributions or payments made in violation hereof shall be held in trust by the recipient for the benefit of Assignee.

(b) Under no circumstances are unforfeited Security Deposits to be distributed to or on behalf of partners, stockholders or other owners of any interest in Assignor or the Premises. At any time the Property (as defined in the Security Instrument) generates a Debt Yield of less than 6.0%, at the election of Assignee, the cash portion of Security Deposits shall be segregated in an account with a bank or other financial institution satisfactory to Assignee and Assignor will deliver to Assignee a perfected security interest in such account, in form satisfactory to Assignee. Whether or not there is any segregation thereof, Security Deposits shall be properly applied and upon foreclosure or deed in lieu thereof, Assignor shall deliver to Assignee any Security Deposits under its control.

6. (a) Anything herein to the contrary notwithstanding, Assignor's license to collect and retain Rents shall not apply to amounts exceeding \$500,000 in the aggregate arising from one event or source of payment received by or which are payable to Assignor (i) as consideration for termination of a Major Lease or modification of material obligations under a Major Lease, (ii) in settlement or satisfaction of any claim for unpaid Rents under a Major Lease for a period of more than thirty (30) days or for a failure to perform other obligations under a Major Lease, whether as a result of settlement, litigation, bankruptcy or otherwise, and (iii) as a prepayment of Rents for a period of more than thirty (30) days in advance under a Major Lease (collectively, "**Lump Sum Rent**"). Until such time as the Lump Sum Rent shall be placed into escrow as hereinafter described or otherwise paid to Assignee, such sum shall be held by Assignor in trust for the benefit of Assignee.

(b) At the election of Assignee, the Lump Sum Rent shall be placed into an escrow account with a bank and pursuant to an escrow agreement satisfactory to Assignee, which account shall be under the control of Assignee and shall be additional security for repayment of the Indebtedness. Provided no Event of Default under the Security Instrument shall have

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occurred and be continuing, Assignor shall be entitled to draw (i) immediately from Lump Sum Rent paid as compensation for a particular Major Lease termination ("**Specific Compensation Proceeds**"), whether pursuant to an agreement with or as a result of a default by the tenant under such Major Lease, that portion which constitutes past due rent or past due additional rent under such Major Lease as of the date of the deposit of such Specific Compensation Proceeds into escrow, together with an amount equal to any legal fees and expenses actually incurred by Assignor in connection with securing such Specific Compensation Proceeds, (ii) the remaining undisbursed portion of such Specific Compensation Proceeds, to the extent one or more replacement Leases have been executed and each tenant thereunder has taken possession and delivered an estoppel certificate acceptable to Assignee, which singly or in the aggregate demise space at least equal to the premises demised under the terminated Major Lease, are for a term at least equal to the remaining term of the terminated Major Lease, for rent in the reasonable judgment of Assignee substantially equivalent to that payable pursuant to the terminated Major Lease and to one or more unaffiliated tenants, who in the reasonable judgment of Assignee, have a creditworthiness equal to or better than that of the tenant under the terminated Major Lease, (iii) monthly from Specific Compensation Proceeds (A) an amount which, when added to amounts received under any replacement Lease or Leases, equals the Rents provided for under such terminated Major Lease, until Assignor shall have received a draw under clause (ii) as pertains to such terminated Major Lease and (B) amounts to the extent they are payable for leasing commissions, tenant improvement and other reasonable out of pocket costs incurred in connection with securing a replacement Lease or Leases for the terminated Major Lease and (iv) monthly from the remaining balance of the escrow, amounts for reasonable and necessary expenses, real estate taxes and debt service payments pertaining to the Premises, but only to the extent the cash flow generated by the Premises, including amounts received under clause (iii)(A) above, is insufficient to pay the same. After the occurrence and during the continuance of an Event of Default under the Security Instrument, Assignee shall have the right to apply all or any part of the funds remaining in the escrow to any sums then due and payable to Assignee by acceleration or otherwise in such order as Assignee may elect. Upon termination of this Assignment in connection with a repayment of the Indebtedness, any Lump Sum Rent then held in escrow by Assignee shall be paid to Assignor.

(c) The provisions of this Paragraph 6 shall be inapplicable, including the escrow requirements of Subparagraph 6(b) hereof, if at the time the Lump Sum Rent becomes available, the Property generates a Debt Yield in excess of 6.0%, excluding rents from any lease giving rise to the Lump Sum Rent, as determined by Assignee, using the provisions of Rider 4 of the Security Instrument for purposes of computing the same.

7. The whole of the Indebtedness shall become due (a) upon the election by Assignee to accelerate the maturity of the Indebtedness pursuant to the provisions of the Security Instrument, or (b) at the option of Assignee, after any default by Assignor hereunder and the continuance of such default for the period set forth in Section 3.01(g) of the Security Instrument.

8. Upon the occurrence of an Event of Default under the provisions of the Security Instrument, Assignor's license to collect Rents shall terminate, without notice, and Assignee shall have the sole and absolute right in its own name, without the necessity of taking possession

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of the Premises or seeking the appointment of a receiver by a court, to collect and receive all Rents, including those past due and unpaid, or sue tenants for same, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon the Indebtedness in such order as Assignee may determine. At Assignee's option, Assignee may also: enter upon, take possession of, and operate the Premises; make, enforce, modify, and accept the surrender of Leases; obtain and evict tenants; fix or modify Rents; and do any acts which Assignee deems proper to protect the security hereof until the Indebtedness is paid in full. The collection of the Rents and the application thereof as aforesaid, shall not release Assignor from any obligation hereunder or under the Loan Documents, or cure or waive any default or waive, modify or affect any notice of default under the Security Instrument or invalidate any act done pursuant to such notice.

9. (a) Assignor expressly agrees and confirms that, unless expressly provided to the contrary in any particular instance, any and all rights of Assignee to give or withhold any consent, approval or other authorization requested by Assignor with respect to this Assignment, to make any election or exercise any option granted herein, to make any decision or determination with respect thereto, to modify or amend this Assignment or waive any obligation of Assignor hereunder or grant any extension of time for performance of the same or to take or omit to take any other action of any kind whatsoever, Assignee shall, to the maximum extent permitted by law, have the right in each instance to take such action or to omit to take such action in its sole and absolute discretion, whether or not the applicable provision of this Assignment expressly so provides.

(b) Whenever Assignor shall request that Assignee take any action envisioned by clause (a) above, Assignor shall pay such servicing fees as Assignee shall establish at any time and from time to time for performing such services for its borrowers and all costs and expenses, including attorneys' fees, incurred by Assignee in reviewing and/or processing Assignor's request, whether or not Assignee shall grant such request. All such servicing fees and costs and expenses shall be due and payable by Assignor to Assignee on demand.

10. Assignee shall not be obligated to perform or discharge any obligation under any Lease, or under or by reason of this Assignment, and Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from and against any and all liability, claim, loss, charge, damage or demand which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on the part of Assignee to perform or discharge any of the terms of any Lease, except as incurred because of the bad faith or willful misconduct of Assignee; should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, together with interest thereon at the rate applicable from and after maturity under the note secured by the Security Instrument, shall be secured hereby and by the Security Instrument, and Assignor shall reimburse Assignee therefor immediately upon demand.

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11. This Assignment shall inure to the benefit of the successors and assigns of Assignee and shall bind Assignor's legal representatives, successors and assigns.

12. This Assignment and the provisions hereof may not be waived, changed or discharged orally, but only by an agreement in writing signed by Assignee, and any oral waiver, change or discharge of any provision of this Assignment shall be without authority and of no force and effect. Any waiver, change or discharge shall be effective only in the specific instances and for the purposes for which given and to the extent therein specified.

13. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Assignment to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

14. Intentionally Omitted.

15. (a) All notices shall be in writing, shall be addressed to the intended recipient at the address of such party set forth on Schedule A hereto and shall be either delivered to such party by express air courier service, delivery charges prepaid and receipt acknowledged in writing, or mailed to such party by certified mail, return receipt requested, postage prepaid. Either party hereto may at any time and from time to time by notice given as herein provided change the address to which future notices to such party are to be given.

(b) Any party hereto giving a notice to the other pursuant hereto shall simultaneously give a true and complete copy of such notice to each of the persons designated by the intended recipient thereof on Schedule A attached hereto to receive such copies. Each such copy shall be addressed to the intended recipient at the address of such person set forth on Schedule A and shall be given by express air courier or certified mail in the same manner provided above for the giving of notices. Either party hereto may at any time and from time to time by notice given as herein provided change the identity or address of the persons designated to receive such copies or designate additional persons to receive such copies. In no event, however shall Assignee be obligated to give copies of any notice to Assignor to more than two persons at any time.

(c) No notice given by any party hereto shall be of any force or effect unless such notice is given in accordance with all of the provisions hereof.

(d) All notices shall be deemed to have been given and received (1) if delivered to an air courier service, one (1) day after delivery of such notice to such service or (2) if deposited in the United States mail, three (3) days after mailing; provided, however, that, when any notice must be given under any provision of a Loan Document on or before a certain date or within a certain period or number of days, such notice shall be deemed to have been given, solely for such purpose, on the date the same was delivered to such air courier or deposited in the United States mails.

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16. Assignor's personal liability under this Assignment is limited by the provisions of Section 3.09 (Limited Right of Recourse) of the Security Instrument.

17. ASSIGNOR HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS EACH TENANT NAMED IN THE LEASES, UPON RECEIPT FROM ASSIGNEE OF A WRITTEN NOTICE TO THE EFFECT THAT AN EVENT OF DEFAULT EXISTS UNDER THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, TO PAY ALL RENTS ARISING OR ACCRUING UNDER SAID TENANT'S LEASE TO ASSIGNEE AND TO CONTINUE SO TO DO UNTIL OTHERWISE DIRECTED BY ASSIGNEE. ASSIGNOR COVENANTS AND AGREES, FOR THE BENEFIT OF EACH TENANT, THAT ANY RENT SO PAID TO ASSIGNEE SHALL FULLY DISCHARGE ALL OBLIGATIONS SUCH TENANT MAY HAVE TO ASSIGNOR IN RESPECT OF SUCH PAYMENT, AS FULLY AND COMPLETELY AS IF SUCH PAYMENT HAD BEEN MADE TO ASSIGNOR.

18. (a) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED BY THE SECURITY INSTRUMENT WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PREMISES (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PREMISES AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS IN THE PREMISES WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, THE SECURITY INSTRUMENT, AND THE NOTE, AND THIS ASSIGNMENT, THE SECURITY INSTRUMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO

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SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(b) ASSIGNOR, AND ASSIGNEE BY ITS ACCEPTANCE HEREOF, EACH ACKNOWLEDGE AND AGREE THAT IN CONNECTION WITH ANY LITIGATION, ACTION, CLAIM, SUIT OR PROCEEDING, AT LAW OR IN EQUITY, ARISING OUT OF, PERTAINING TO OR IN ANY WAY ASSOCIATED WITH THE NOTE, THE SECURITY INSTRUMENT, THIS ASSIGNMENT, THE OTHER LOAN DOCUMENTS, THE RELATIONSHIP OF THE PARTIES HERETO, THE PREMISES OR THE ACTIONS OF THE PARTIES HERETO IN CONNECTION WITH ANY OF THE FOREGOING, (i) THE PARTIES WAIVE ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY TRIAL BY JURY AND THE RIGHT TO CLAIM OR RECEIVE CONSEQUENTIAL (THAT IS, SPECIAL OR INDIRECT) EXEMPLARY OR PUNITIVE DAMAGES AND (ii) EXCEPT AS SPECIFICALLY SET FORTH TO THE CONTRARY IN A LOAN DOCUMENT, THE PARTIES AGREE SUCH ACTIONS SHALL BE LITIGATED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK AND CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AGREE TO INSTITUTE ANY SUCH LITIGATION IN SUCH COURTS, CONSENT TO SERVICE OF PROCESS BY MAIL AND WAIVE ANY RIGHT EACH MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN SUCH COURTS ARISING OUT OF THE MATTERS DESCRIBED ABOVE.

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

ASSIGNOR:

CLPF – KSA GROCERY PORTFOLIO EVANSTON WF, LLC, a Delaware limited liability company

By: CLPF – KSA Grocery Portfolio REIT, LLC, its sole member

By: CLPF – KSA Grocery Portfolio, LLC, its sole member

By: Clarion Partners Grocery Manager, LLC, its manager

By: Clarion Partners, LLC, its sole member

By: Heather B. Hopkins
 Name: Heather Hopkins
 Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF New York §
 COUNTY OF Queens §

The instrument was acknowledged before me on January 17th, 2017, by Heather Hopkins, the Authorized Signatory of Clarion Partners, LLC, a New York limited liability company, the sole member of Clarion Partners Grocery Manager, LLC, a Delaware limited liability company, the manager of CLPF – KSA Grocery Portfolio, LLC, a Delaware limited liability company, the sole member of CLPF – KSA Grocery Portfolio REIT, LLC, a Delaware limited liability company, the sole member of **CLPF – KSA GROCERY PORTFOLIO EVANSTON WF, LLC**, a Delaware limited liability company, and on behalf of such limited liability company.

Yolette Blake
 Notary Public in the and for the State of New York
 My Commission Expires: 11/28/17

[NOTARY SEAL]

(Seal)

Yolette Blake
 Notary Public State of New York
 No. 01BL6137492
 Qualified in Queens County
 Commission Expires November 28, 2017

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SCHEDULE A

1. Notices to Assignor are to be addressed as follows:

CLPF - KSA Grocery Portfolio
Evanston WF, LLC
c/o Clarion Partners
230 Park Avenue, 12th Floor
New York, NY 10169

2. Copies of Notices to Assignor are to be given to the following persons:

Clarion Partners
1440 New York Avenue, NW,
Suite 200
Washington, D.C. 20005
Attn: Robert D. Greer

and

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: John D. Wilson

3. Notices to Assignee are to be addressed as follows:

AXA Equitable Life Insurance Company
1290 Avenue of the Americas, 12th Floor
New York, New York 10104
Attention: Real Estate Legal Department
(Loan No. 160001053)

4. Copies of Notices to Assignee are to be given to the following persons:

Quadrant Real Estate Advisors LLC
12735 Morris Road, Suite 100
Alpharetta, GA 30004
Attention: Quadrant-Asset Management
(Loan No. 160001053)

and

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Berkadia Commercial Mortgage LLC
323 Norristown Road – Suite 300
Ambler, PA 19002
Attn: EVP Client Relations
(Loan Number: 160001053)

**COOK COUNTY
RECORDER OF DEEDS**

and

DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004
Attn: Frederick L. Klein, Esq.

**COOK COUNTY
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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Evanston, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOT 1 OF LEVY'S PLAT OF CONSOLIDATION OF LOTS 12 TO 15 IN BLOCK 77 IN NORTHWESTERN UNIVERSITY SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 (EAST OF CHICAGO AVENUE) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE 15 1/2 ACRES IN THE NORTH EAST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PLAT OF CONSOLIDATION OF LOTS 16, 17, 18, 19, 20 AND PART OF LOT 21 IN BLOCK 77 IN NORTHWESTERN UNIVERSITY IN THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CHICAGO AVENUE (EXCEPT 15 1/2 ACRES IN THE NORTHEAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

1101-1137 Chicago Avenue
Evanston, IL 60202

PIN(S): 11-19-207-030-0000

11-19-207-031-0000

11-19-207-032-0000