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This document prepared by and upon recordation return to:

Riemer and Braunstein LLP
71 South Wacker Drive, Suite 3515
Chicago, Illinois 60606
Attention: Robert E. Paul, Esq.

Doc# 1705919008 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/28/2017 10:02 AM PG: 1 OF 16

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF RENTS, LEASES AND PROFITS

THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS (this "Assignment") is made and entered into as of this 24th day of February, 2017, by **AH-1340 ASTOR LLC**, an Illinois limited liability company, with an address at 411 East Illinois Street, Suite 80, Chicago, Illinois 60611 (the "**Borrower**") and **AH-1340 ASTOR ML LLC**, an Illinois limited liability company with an address at 411 East Illinois Street, Suite 80, Chicago, Illinois 60611 (the "**Master Tenant**" and collectively with the Borrower, the "**Assignor**") in favor of **PNC BANK, NATIONAL ASSOCIATION**, for its benefit and as Agent for the benefit of Lenders ("**Agent**"), with an address at One North Franklin Street, Suite 2150, Chicago, Illinois 60606. *Capitalized terms not otherwise defined herein have the meanings given to such terms in the Loan Agreement (as defined below).*

BACKGROUND:

Pursuant to the terms and conditions of: (i) a Term Loan Agreement dated as of the date hereof, by and among Assignor, Agent and Lenders (as amended, modified, replaced, restated or supplemented from time to time, the "**Loan Agreement**"), Assignor is borrowing from Lenders a loan in the amount of up to FIFTY-FOUR MILLION SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$54,065,000.00) in the aggregate (the "**Astor Loan**"), which Astor Loan is evidenced by one or more promissory notes in favor of the Lenders (as amended, modified, replaced, restated or supplemented from time to time, collectively, the "**Astor Note**") and (ii) a certain Guaranty and Suretyship Agreement dated as of the date hereof by Assignor in favor of Agent and Lenders (as amended, modified, replaced, restated or supplemented from time to time, the "**Astor Borrower Guaranty**") Assignor is guaranteeing the indebtedness of the Scott Loan in the amount of up to FORTY-FOUR MILLION TWO HUNDRED THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$44,235,000.00) in the aggregate (the "**Scott Loan**" and together with the Astor Loan, collectively, the "**Loan**"), which Scott Loan is evidenced by one or more promissory notes in favor of the Lenders (as amended, modified, replaced, restated or supplemented from time to time, collectively, the "**Scott Note**" and together with the Astor Note, collectively, the "**Note**").

Pursuant to the terms and conditions of that certain Master Lease, dated of even date hereof, between Borrower, as Landlord, and Master Tenant, as tenant (the "**Master Lease**"), Borrower has leased one hundred percent (100%) of the right to occupy, manage, use, operate

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and enjoy the Property to Master Tenant. Pursuant to the terms and conditions of that certain Master Tenant Guaranty, Master Tenant has guaranteed one hundred percent (100%) of the Obligations of Borrower under the Loan.

The Obligations under the Loan Documents are secured by this Assignment and by the Mortgage, Security Agreement and Fixture Filing (as amended, modified, replaced, restated or supplemented from time to time, the "**Mortgage**") dated as of the date hereof and recorded or to be recorded in the real estate records of the County in which the Land and Improvements (collectively, the "**Premises**"), are located. A more particular description of the Land is attached as Exhibit A.

Assignor has agreed to assign to Agent its interest in and under all Rents (as hereafter defined) and Leases (as hereafter defined) as security for the payment of the Obligations and the observance and performance of all the terms, covenants and provisions of this Assignment and the other Loan Documents.

NOW, THEREFORE, in consideration of the extension of credit under the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. **Definitions.** The terms defined below in this section have the meanings given to such terms in this section.

a. "**Rents**" means, collectively, (i) all minimum, additional and percentage rents, accounts, revenues, income, receipts, charges, issues, profits and other payments for the use, operation or occupancy of the Premises now due and which may hereafter become due to Assignor under the Leases, including early termination fees, penalties, break fees or reimbursements of concessions provided to lessees due to Assignor, and payments or reimbursements of operating costs, taxes, insurance, parking, maintenance or other services provided to lessees, (ii) all claims against lessees and other parties under the Leases and against guarantors of any Leases or under any letters of credit provided as security for the lessees' obligations, whether any of the foregoing arise before or after the commencement by or against Assignor of any Insolvency Proceeding, and (iii) all proceeds of the foregoing both cash and noncash, including any insurance proceeds, condemnation awards, tax contributions, any damages following default by a lessee under any Lease, any penalties or premiums payable by a lessee under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

b. "**Leases**" means, collectively, (i) all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Premises, including, without limitation, the Master Lease (ii) all rights under any such agreements including the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any lessee pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided and (iii) all cash, guaranties, letters of credit or securities deposited or delivered under the Leases to secure the performance of lessees of their obligations thereunder, whether

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such cash, guaranties, letters of credit or securities are to be held until the expiration of the terms of such Leases or applied to one or more installments of rent coming due prior to the expiration of such terms.

2. **Present Assignment.** Assignor does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto Agent and hereby grants to Agent a security interest in and lien upon, as security for the payment of the Obligations and the observance and performance of all the terms, covenants and provisions of this Assignment and the other Loan Documents, Assignor's right, title and interest in and to all present and future Leases and the Rents. This Assignment is a present, absolute and unconditional assignment from Assignor to Agent and not merely the granting of a security interest.

3. **Status of Leases.** Assignor represents and warrants, to its knowledge and except as disclosed to Assignee, that (a) intentionally omitted; (b) the terms of each Lease have been fully disclosed to and approved by Agent and each Lease is in full force and effect; (c) the Leases are valid and enforceable; (d) no tenant under any Lease has any defense, setoff or counterclaim against Assignor; (e) neither Assignor nor the tenants are in default under any of the terms of the Leases; (f) no Rent has been prepaid for a period of more than one (1) month in advance; (g) Assignor has title to, and full right to assign, the Leases and Rents; (h) Assignor has not previously assigned or pledged all or any portion of the Leases or Rents; (i) no tenant or guarantor under any Lease is the subject of any Insolvency Proceeding; and (j) from the Closing Date Forward Assignor has received and is in possession of any security deposits given by the tenant under any Lease. All of the foregoing representations and warranties will be deemed to be continuously reaffirmed until all Obligations are paid in full.

4. **Performance and Enforcement of Leases.** Assignor agrees, at its sole cost and expense, to (a) observe and perform, or cause to be observed and performed, each and every term, covenant and provision of the Leases on the part of the landlord thereunder to be observed and performed; (b) except as a result of a tenant default, maintain each Lease in full force and effect during the term thereof; (c) send promptly to Agent copies of all notices of default which Assignor sends or receives under any non-residential Leases; (d) enforce, including termination thereof, the observance and performance of each and every term, covenant and provision of the Leases on the part of the tenants thereunder to be observed and performed; (e) appear in and defend, at no cost to Agent or any Lender, any action or proceeding arising under or in any manner connected with the Leases or with the obligations and undertakings of the landlord or the tenants thereunder; and (f) notify Agent in writing promptly after learning of the commencement of any Insolvency Proceeding with respect to any tenant or guarantor under any non-residential Lease. If Assignor fails to pay, perform or observe any of its covenants or agreements hereunder or under any of the Leases, Agent may pay, perform or observe the same and Assignor will immediately upon demand reimburse Agent for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Agent.

5. **Restrictions on Actions Under Leases.** Assignor will not, without the prior written consent of Agent, (a) further assign or pledge or attempt to assign or pledge the Leases or

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any portion of the Rents, (b) except as otherwise specifically permitted in the Loan Agreement, alter, modify, amend, grant any concessions in connection with or change the terms of any of the Leases or surrender, renew, cancel or terminate the same or do anything whatsoever affecting any guaranty of any of the Leases or consent to any of the foregoing, (c) accept prepayments of any portion of the Rents for a period of more than one (1) month in advance, (d) except as otherwise specifically permitted in the Loan Agreement, enter into any lease, license or other agreement for occupancy after the date hereof for the Premises, or any part thereof, without the prior written consent of Agent, or (e) discount any future accruing Rents outside of the ordinary course of business.

6. **Agent Not Obligated Under Leases.** This Assignment will not be deemed or construed to obligate Agent to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases, and Assignor hereby agrees to indemnify and hold Agent and each Lender harmless from and against all liability, cost, loss, expense or damage, including reasonable attorneys' fees, which Agent or any Lender may or might incur under the Leases (or any of them) or relating to the Premises or under or by reason of this Assignment or by reason of any alleged obligation or undertaking on Agent's part to perform or discharge any of the terms, covenants or provisions contained in the Leases. Should Agent incur any liability, cost, loss, expense or damage under or by reason of any Lease or under or by reason of this Assignment, Assignor will immediately upon demand reimburse Agent for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Agent. Any Rents collected by Agent may be applied by Agent in its sole discretion, in satisfaction of any such liability, cost, loss, expense or damage. Agent will be deemed to be the creditor of the tenant or guarantor under any non-residential Lease in respect of any Insolvency Proceeding affecting such tenant or guarantor (without obligation on the part of Agent, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein). Nothing contained in this Assignment and no entry by Agent upon the Premises as hereinafter provided, will be construed to constitute Agent as a mortgagee in possession or render Agent liable in any way for any injury or damage to person or property sustained by any person or entity in, on, or about the Premises.

7. **Attorney in Fact.** Assignor hereby appoints Agent as its agent and attorney-in-fact, which appointment is irrevocable and coupled with an interest, effective after the occurrence and during the continuance of an Event of Default, to perform all other necessary or appropriate acts with respect to this Assignment and the Leases and Rents, to take all actions required to be taken by Assignor hereunder, to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease (including the commencement, conduct and consummation of proceedings at law or in equity) as permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Assignor is or may become entitled to do under any such Lease all from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof, in all cases both before and after the commencement by or against Assignor of any Insolvency Proceeding.

8. **Revocable License; Event of Default.** This Assignment has been made as additional security for the payment of the Obligations and the observance and performance by Assignor of the terms, covenants and provisions of the Loan Documents. So long as no Event of

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Default exists and subject to the provisions set forth below, Assignor will have a license to occupy the Premises as landlord or otherwise and to collect, retain and use the Rents (but only as the same become due under the provisions of such Lease) and to enforce the covenants of the Leases.

Upon the occurrence of an Event of Default, the rights and license granted to Assignor in this Assignment will be automatically revoked without any notice or further action whatsoever and any amounts collected by Assignor will be held by Assignor in trust for the benefit of Agent, and Agent, in its sole discretion, will have the complete right, power and authority, (a) without taking possession, to demand, collect and receive and sue for the Rents and, after deducting all reasonable costs and expenses of collection (including reasonable attorneys' fees) as determined by Agent, apply the net proceeds thereof as set forth in Section 10.2(b) of the Loan Agreement; (b) to declare all sums secured hereby immediately due and payable, and exercise any or all of the rights and remedies contained in any of the Loan Documents or at law or in equity; and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by a receiver to be appointed by court, enter upon, take and maintain possession of and hold, maintain, manage, control and operate the Premises, or any part thereof (including retaining property managers, real estate brokers and leasing or sales agents), together with all documents, books, records, papers, and accounts relating thereto, and to exclude Assignor and its agents and servants therefrom, as fully and to the same extent as Assignor could do if in possession, and in such event without limitation and at the expense of Assignor, and from time to time perform all necessary and proper acts and expend such Rents as may be necessary in connection therewith, (d) cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises or any part thereof, (e) pay taxes, assessments and other charges on the Premises, or any part thereof, and insure and reinsure the same, (f) lease the Premises, or any part thereof, for such terms and on such terms as determined in Agent's sole discretion, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loan Documents, (g) cancel or surrender some or all of the Leases for any cause or on any ground, alter, modify or amend the provisions thereof, or make concessions to the tenants thereunder. The foregoing rights and remedies may be exercised singularly or cumulatively by Agent, in its sole discretion, and Assignor hereby releases and waives all claims against Agent arising out of such management, operation and maintenance. In addition to the above, upon the occurrence of an Event of Default, Assignor expressly consents to the appointment of a receiver for the Premises, without notice, either by Agent or a court of competent jurisdiction, to take all acts in connection with the Premises permitted by law or in equity and to deduct from any and all Rents the customary or statutory amount in the county wherein the Premises is located to compensate such receiver for its actions.

9. INSTRUCTIONS TO TENANTS AFTER DEFAULT. TIME IS OF THE ESSENCE HEREOF. ASSIGNOR HEREBY CONSENTS TO AND IRREVOCABLY AUTHORIZES AND DIRECTS THE TENANTS UNDER THE LEASES AND ANY SUCCESSOR TO THE INTEREST OF ANY OF SAID TENANTS, UPON DEMAND AND NOTICE FROM AGENT OF AGENT'S RIGHT TO RECEIVE THE RENTS, TO PAY TO AGENT THE RENTS, AND SAID TENANTS HAVE THE RIGHT TO RELY UPON SUCH DEMAND AND NOTICE FROM AGENT AND WILL PAY SUCH RENTS TO AGENT WITHOUT ANY OBLIGATION OR RIGHT TO DETERMINE THE ACTUAL EXISTENCE

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OF ANY EVENT OF DEFAULT CLAIMED BY AGENT AS THE BASIS FOR AGENT'S RIGHT TO RECEIVE SUCH RENTS AND NOTWITHSTANDING ANY NOTICE FROM OR CLAIM OF ASSIGNOR TO THE CONTRARY, AND ASSIGNOR WILL HAVE NO RIGHT TO CLAIM AGAINST SAID TENANTS FOR ANY SUCH RENTS SO PAID BY SAID TENANTS TO AGENT.

10. **Coverage of All Leases.** Any and all Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by Assignor are covered by the provisions of this Assignment and all such Leases and all of Assignor's right, title and interest in all such Leases and Rents are hereby assigned to Agent until the end of the respective terms thereof, including any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. Assignor will, upon the request of Agent, execute and deliver in recordable form all instruments which Agent may reasonably request to further evidence and confirm such assignment of each Lease and the Rents.

11. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be given in accordance with the notice provisions of the Loan Agreement.

12. **Preservation of Rights.** No course of dealing and no delay or failure of Agent or any Lender in exercising any right, power, remedy or privilege under this Assignment or any other Loan Document will affect any other or future exercise thereof or operate as a waiver thereof, nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of Agent and the Lenders under this Assignment and any other Loan Document are cumulative and not exclusive of any rights or remedies which they would otherwise have. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage or in any other document executed in connection with this transaction. Without limiting the foregoing, nothing contained in this Assignment is intended or will be construed to prevent Agent in the exercise of its discretion from foreclosing the Mortgage or otherwise enforcing the provisions thereof in accordance with its terms. To the extent permitted by law, Assignor hereby waives any and all legal requirements that Agent institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Mortgage and the other Loan Documents, or in respect of any other security held by Agent as a condition precedent to exercising its rights and remedies under this Assignment. Assignor agrees that the collection of Rents and the application thereof as aforesaid or the entry upon and taking of possession of the Premises, or any part thereof, by Agent will not cure or waive any default, or waive, modify or affect any notice of default under any Loan Document, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Agent, once exercised, will continue for so long as Agent elects. If Agent thereafter elects to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

13. **Severability.** The provisions of this Assignment are intended to be severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any

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jurisdiction such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by Assignor from, any provision of this Assignment will be effective unless made in accordance with Section 11.1 of the Loan Agreement. No notice to or demand on Assignor will entitle Assignor to any other or further notice or demand in the same, similar or other circumstance.

15. **Further Assurances.** Assignor will, at the cost of Assignor, upon Agent's request, do, execute, acknowledge and deliver to Agent such further documents, assurances and statements and do or cause to be done all and every such further acts, things, deeds, conveyances and the like as Agent may reasonably deem necessary or appropriate to effect the transactions contemplated hereby or to confirm the assumption of and agreement to pay, perform and discharge the liabilities and obligations hereby assumed and agreed to be paid, performed or discharged, or intended so to be.

16. **Entire Agreement.** This Assignment (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Assignor and Agent or the Lenders with respect to the subject matter hereof.

17. **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of Assignor and Agent and their respective heirs, executors, administrators, successors and assigns; provided, however, that Assignor may not assign this Assignment in whole or in part. Agent at any time may assign this Assignment in whole or in part only in accordance with Section 11.9(b) of the Loan Agreement.

18. **Interpretation.** In this Assignment, unless Assignor and Agent otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" is deemed to include "and/or", the words "including", "includes" and "include" are deemed to be followed by the words "without limitation", references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments will be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and do not constitute a part of this Assignment for any other purpose. If this Assignment is executed by more than one party as Assignor, the obligations of such persons or entities will be joint and several.

19. **GOVERNING LAW; JURISDICTION; ETC.**

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(a) GOVERNING LAW. THIS ASSIGNMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(b) JURISDICTION. ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION, OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, CONTRACT, TORT OR OTHERWISE, AGAINST AGENT, ANY LENDER LOAN DOCUMENT OR TRANSACTIONS RELATED TO ANY LOAN DOCUMENT, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF ILLINOIS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION, OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ILLINOIS STATE COURT, OR TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. ASSIGNOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING IS CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN ANY LOAN DOCUMENT AFFECTS ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT AGAINST ASSIGNOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 19. ASSIGNOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. ASSIGNOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

20. Counterparts. This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies will constitute one

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and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission will be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by facsimile transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile transmission.

21. **WAIVER OF JURY TRIAL.** ASSIGNOR, AND, BY ITS ACCEPTANCE HEREOF, AGENT, EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNOR OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). ASSIGNOR, AND, BY ITS ACCEPTANCE HEREOF, AGENT EACH (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY, OR OTHERWISE, THAT SUCH OTHER PERSON COULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 21.**

22. **Cross-Collateralization.** Assignor acknowledges that it is providing this Assignment as further security for the Obligations as more specifically set forth in each Loan Agreement. Assignor acknowledges and agrees that the Agent shall be permitted to enforce payment of the Obligations and the performance of any term, covenant or condition of the Astor Loan Documents or the Scott Loan Documents and exercise any and all rights and remedies thereunder, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Agent, in its sole discretion. Neither the acceptance of nor the enforcement thereof shall prejudice or in any way limit or preclude enforcement of the Scott Note, Scott Mortgage or Scott Loan Documents through one or more additional proceedings. Any and all sums received by Agent or any Lender under either Loan Agreement, either Note, either Mortgage shall be applied to the Obligation in such order and priority as Agent shall determine, in its sole discretion, without regard to any portion of the Loan allocated to the Astor Property, the Scott Property or the appraised value of either Mortgaged Property.

Assignor acknowledges that it has read and understood all the provisions of this Assignment, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

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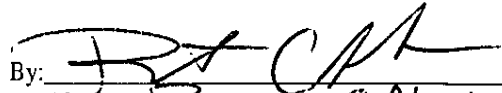
WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

BORROWER:

AH-1340 ASTOR LLC,
an Illinois limited liability company

By: Accruit 1340 Astor LLC, an Illinois limited liability company, its manager

By: Accruit Exchange Accommodation Services LLC, a Delaware limited liability company, its manager

By: 
Name: Brent C. Abram
Title: CEO

MASTER TENANT:

AH-1340 ASTOR ML LLC,
an Illinois limited liability company

By: American Heritage Investment LLC, a Delaware limited liability company, its manager

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

BORROWER:

AH-1340 ASTOR LLC,
an Illinois limited liability company

By: Accruit 1340 Astor LLC, an Illinois limited liability company, its manager

By: Accruit Exchange Accommodation Services LLC, a Delaware limited liability company, its manager

By: _____
Name: _____
Title: _____

MASTER TENANT:

AH-1340 ASTOR ML LLC,
an Illinois limited liability company

By: American Heritage Investment LLC, a Delaware limited liability company, its manager

By: _____
Name: William O'Kane
Title: Manager

Property of Cook County Clerk's Office

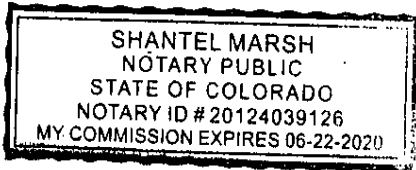
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State of Colorado
~~STATE OF ILLINOIS~~)
 County of Denver) ss:
~~COUNTY OF COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Brent Abraham, the Authorized Signatory of Accruit Exchange Accommodation Services LLC, a Delaware limited liability company, the manager of Accruit 1340 Astor LLC, an Illinois limited liability company, and the manager of AH-1340 ASTOR LLC, an Illinois limited liability company, who is 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of February, 2017.

Shantel Marsh
 Notary Public



My Commission Expires:

6/22/2020

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

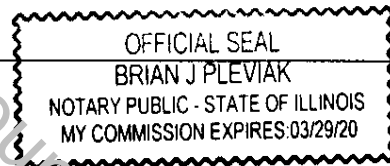
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM CRANE, the Authorized Signatory of American Heritage Investment LLC, a Delaware limited liability company, the manager of AH-1340 ASTOR ML LLC, an Illinois limited liability company, who is 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of February, 2017.



Notary Public

My Commission Expires:



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EXHIBIT A

Legal Description

TRACT A:

LOT 3 IN COUNTY CLERK'S DIVISION OF LOTS 3 AND 4 IN ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT B:

PARCEL 1:

THE NORTH 35 FEET OF THE SOUTH 75 FEET OF LOT 4 IN ASTOR'S ADDITION TO CHICAGO, OTHERWISE DESCRIBED AS LOT 4 AND THE NORTH 10 FEET OF LOT 5 IN COUNTY CLERKS DIVISION OF LOTS 3 AND 4 OF ASTOR'S ADDITION TO CHICAGO, EXCEPTING FROM SAID PREMISES THAT PART OF SAID PREMISES DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 5, 107.45 FEET EAST OF THE WEST LINE OF SAID LOT 5; THENCE NORTH 11 FEET; THENCE EAST 26.45 FEET TO THE EAST LINE OF SAID LOT 4 IN COUNTY CLERKS DIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 4 AND 5, 10.8 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 10 FEET OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 10 FEET OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 10 FEET OF SAID LOT 5 TO THE POINT OF BEGINNING IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 40 FEET OF LOT 4 IN ASTOR'S ADDITIONS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 4, 40 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST ON THE LINE PARALLEL TO THE SOUTH LINE OF LOT 4, 107.45 FEET; THENCE SOUTH 4.47 FEET; THENCE WEST 8.15 FEET TO A POINT 4.52 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 40 FEET OF LOT 4; THENCE WEST 79.5 FEET TO POINT 4.42 FEET DUE SOUTH OF THE NORTH LINE OF SAID SOUTH 40 FEET OF LOT 4; THENCE WEST ON A LINE PARALLEL TO AND 4.42 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 40 FEET OF LOT 4, 19.8 FEET, MORE OR LESS, TO THE WEST LINE OF LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 AND 4.42 FEET TO THE POINT OF BEGINNING IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH 35 FEET OF THE SOUTH 75 FEET OF LOT 4 IN ASTOR'S ADDITION TO CHICAGO BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTH 35 FEET 107.45 FEET EAST OF THE WEST LINE OF SAID LOT 4, BEGINNING AT THE WEST FACE OF A BRICK BARN; THENCE NORTH ALONG THE WEST FACE OF SAID BARN 11 FEET TO THE NORTH FACE

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BARN; THENCE EAST ALONG THE NORTH FACE OF SAID BARN 26.45 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4, 10.8 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 35 FEET TO THE SOUTH 75 FEET OF SAID LOT 4; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 35 FEET TO THE POINT OF BEGINNING IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 40 FEET OF LOT 4 IN ASTOR'S ADDITION TO CHICAGO, EXCEPTING FROM SAID SOUTH 40 FEET THAT PART BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 4, 40 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT, 107.45 FEET TO THE WEST FACE OF A BRICK BARN; THENCE SOUTH ALONG THE WEST FACE OF SAID BARN, 4.47 FEET TO THE NORTH FACE OF A STONE WALL; THENCE WEST ALONG THE NORTH FACE OF SAID WALL, 8.15 FEET TO THE NORTHEAST CORNER OF A STONE HOUSE (THE NORTHEAST CORNER OF SAID HOUSE BEING 4.52 FEET DUE SOUTH OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID LOT 4); THENCE WEST ALONG THE NORTH FACE OF SAID STONE HOUSE, 79.5 FEET TO THE NORTHWEST CORNER OF SAID HOUSE (THE NORTHWEST CORNER OF SAID HOUSE BEING 4.42 FEET DUE SOUTH OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID LOT 4); THENCE WEST ON A LINE PARALLEL WITH AND 4.42 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID LOT 4, 19.8 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 4; AND THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, 4.42 FEET TO THE POINT OF BEGINNING IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 31 (EXCEPT THE NORTH 6/10THS OF A FOOT THEREOF) IN JOHN JACOB ASTOR'S ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 0.60 FEET OF LOT 31 AND THE SOUTH 29.40 FEET OF LOT 32 IN JOHN JACOB ASTOR'S ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT C:

THE SOUTH 27 FEET OF THE NORTH 51.2 FEET OF LOT 32 IN JOHN JACOB ASTOR'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN

AS: TRACT A:

LOTS 3, 4, 5 AND 6 IN COUNTY CLERK'S DIVISION OF LOTS 3 AND 4 IN JOHN JACOB

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ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT B:

LOTS 31 AND 32 (EXCEPT THE NORTH 24.20 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT 32) IN JOHN JACOB ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESS: 1340 N. ASTOR STREET, CHICAGO, IL 60610

TAX IDENTIFICATION NUMBER: 17-03-104-019-0000

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