

# UNOFFICIAL COPY

*This Document Prepared By And  
When Recorded Return To:*

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BROTSCHUL POTTS LLC  
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(312) 551-9003



Doc# 1722918086 Fee \$48.00  
RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 08/17/2017 02:24 PM PG: 1 OF 6

For Recorder's Use Only

## ASSIGNMENT OF RENTS (CLARK)

THIS ASSIGNMENT OF RENTS (this "Assignment"), made as of July 31, 2017, by AMERICAN HERITAGE INVESTMENT LLC, a Delaware limited liability company ("Assignor"), in favor of LAKE FOREST BANK & TRUST COMPANY (herein referred to as "Assignee").

### WITNESSETH

THAT WHEREAS, William O'Kane, an individual; Karen O'Kane, an individual; and Assignor (collectively, "Borrower") is justly indebted to Assignee for money borrowed in the principal sum of FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000.00), as evidenced by that certain Note in the amount of FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000.00) (the "Note"); and

WHEREAS, the Note was executed pursuant to that certain Loan Agreement of even date herewith between Borrower and Assignee (herein called the "Loan Agreement") and is secured by, inter alia, that certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called the "Mortgage") (the terms of the Note, the Mortgage and the Loan Agreement are hereby incorporated herein by reference) upon that certain real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, as a material inducement to the providing of the aforementioned loan, Assignee requires that an assignment of rents and leases be provided and Assignor is willing to provide such assignment as more specifically set forth herein.

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under the Note according to the tenor and effect of the Note; (b) all other amounts becoming due from Borrower to Assignee under the Loan Agreement (or any other Loan Documents (as such term is defined in the Loan Agreement)); (c) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness"); (d) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment and the Mortgage; (e) the faithful performance by Borrower of all the covenants, conditions, stipulations and agreements in the Loan Agreement and the other Loan Documents or in any other agreement or document between Borrower (or any party constituting Borrower) and Assignee, and (f) also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT; TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due,

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whether during or after the term of the Mortgage and until all Indebtedness is fully paid, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of the Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any Default (as hereinafter defined), whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee pursuant to legal process shall be entitled to take actual possession of the Property or of any part thereof, personally or by its agents or attorneys, and in Assignee's discretion, Assignee may, without force and with process of law and without any action on the part of the holder or holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of the Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the Property and conduct the business thereof, either personally or by Assignee's agents, at the reasonable expense of the Assignor, from time to time make or cause to be made all necessary or required repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the Property as Assignee may seem judicious and may insure and reinsure the same and may lease the Property in such parcels and for such time and on such terms as Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the Property and carry on the business thereof as Assignee shall deem best and do everything in or about the Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the Property or any part thereof, including the just and reasonable compensation of the services of Assignee for services rendered in connection with the operation, management and control of the Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

- (1) To the payment of any and all other charges secured by or created under the Loan Agreement or Mortgage.
- (2) To the payment of the interest from time to time accrued and unpaid on the Note; and
- (3) To the payment of the principal of the Note from time to time remaining outstanding and unpaid.

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Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no uncured Default, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from the Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the Property on the terms shown in said leases.

Assignor hereby covenants and agrees with Assignee that, without the written consent of Assignee first obtained, which consent shall not be unreasonably withheld, delayed or conditioned, Assignor will not:

(1) Except as commercially reasonable and with respect to a residential lease, cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of any lease;

(2) Except as commercially reasonable and with respect to a residential lease, reduce the rent provided for in any lease, or materially modify any lease in any way, either orally or in writing, or grant any concession in connection with any lease, either orally or in writing;

(3) Except as commercially reasonable and with respect to a residential lease, consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;

(4) Accept any rent payable under any lease more than thirty (30) days in advance of the time when the same is payable under the terms thereof;

(5) Enter or modify any residential lease which is: (i) not commercially reasonable and (ii) in strict compliance with applicable landlord/tenant ordinances;

(6) Enter any commercial lease.

Any Default on the part of Assignor hereunder shall constitute a default of Borrower under the Loan Documents.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and insure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns, upon Assignor's default, shall have full right, power and authority to enforce this Assignment or any of the terms,

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provisions or conditions hereof, and exercise the powers hereunder, at any time or times that Assignee shall deem fit.

In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Assignment shall be construed as not containing such provisions to the extent of the invalidity and the invalidity of such provisions shall not affect the validity of any and all other provisions hereof which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

In accepting this Assignment, Assignee herein does not assume nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the Property, unless and until Assignee assumes the role of Lessor thereunder.

If Borrower shall pay all the Indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefore, release and discharge this Assignment.

The following shall be considered a "**Default**" hereunder: (i) Assignor's failure to comply with any term contained in this Assignment after written notice from Assignee (given pursuant to the manner detailed in the Loan Agreement) and the passage of thirty (30) days; (ii) Borrower's failure to make payments of the Indebtedness within five (5) days of when due (provided however with respect to payments due upon maturity or acceleration there shall be no five (5) day grace period); or (iii) a default (after the passage of any cure period, if applicable) by Borrower (or any party constituting Borrower) pursuant to any agreement between Borrower (or any party constituting Borrower) and Assignee (including, but not limited to, the Loan Agreement or the Note).

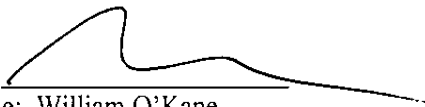
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Rents as of the day and year first above written.

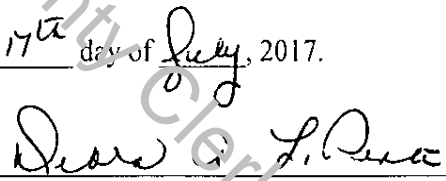
AMERICAN HERITAGE INVESTMENT LLC,  
a Delaware limited liability company

By:   
Name: William O'Kane  
Its: Manager

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that William O'Kane, as the authorized signatory of AMERICAN HERITAGE INVESTMENT LLC, a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument before me this day in person and acknowledged to me that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:  
5/08/2018

Property of Cook County Clerk's Office

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## EXHIBIT A

### THE PROPERTY -- LEGAL DESCRIPTION

Lot 22 in Samuel B. Chases Subdivision of Block 20 in the Canal Trustee's Subdivision in Section 33,  
Township 40  
North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.  
PIN: 14-33-205-038-0000  
CKA: 2112 N. Clark Chicago, Illinois

Property of Cook County Clerk's Office