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**CITYWIDE  
TITLE CORPORATION**  
850 W. JACKSON BLVD., SUITE 320  
CHICAGO, IL 60607

RAMA GROUP INTERNATIONAL INC.

to

STORMFIELD CAPITAL FUNDING I, LLC

## ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

Dated: As of August 30, 2017



Doc# 1730708028 Fee \$84.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/03/2017 01:53 PM PG: 1 OF 8

### RECORD AND RETURN TO:

Robert S. Cooper, Esquire  
Zeldes, Needle & Cooper, P.C.  
1000 Lafayette Boulevard, 5th Floor  
Bridgeport, CT 06604

Prepared by:  
Rama Group International Inc  
8 W Monroe St Ste. 424  
Chicago IL 60603

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## ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

**THIS ASSIGNMENT** made as of the 30<sup>th</sup> day of August, 2017 by **RAMA GROUP INTERNATIONAL INC.**, a corporation organized and existing under the laws of the State of Illinois and having an address of 8 W. Monroe Street, Suite 424, Chicago, Illinois 60603 ("Assignor"), to **STORMFIELD CAPITAL FUNDING I, LLC**, a Connecticut limited liability company with a mailing address at 35 Old Post Road, Southport, Connecticut 06890 ("Assignee").

WITNESSETH:

THAT the Assignor, for good and valuable consideration, receipt whereof is hereby acknowledged, hereby absolutely and unconditionally grants, transfers and assigns to the Assignee the entire landlord's interest in and to all existing leases covering or affecting all or any part of that certain lot or piece or parcel of land and building(s), known as and located at 2424 West Iowa Street, Chicago, Illinois and more particularly described in Schedule A annexed hereto and made a part hereof (the said premises together with the buildings and improvements now or hereafter erected thereon being hereinafter collectively referred to as the "Premises").

TOGETHER WITH all leases, tenancies and occupancy agreements hereafter made (including modifications and extensions of existing leases, tenancies and occupancy agreements) covering the Premises or any portion thereof; the assignment of present and future leases, tenancies and occupancy agreements being effective without any further or supplemental assignment of any nature whatsoever (all present and future leases, tenancies and occupancy agreements are hereinafter collectively referred to as the "Lease").

TOGETHER WITH all rents, income and profits arising from the Lease and renewals thereof and together with all rents, income and profits for the use and occupation of the Premises.

It is the intention of Assignor and Assignee that this Assignment be treated and construed as a present and absolute assignment and not as an assignment for additional security only. Nonetheless, this Assignment shall secure:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage made by the Assignor to the Assignee of even date herewith in the amount of \$250,000.00 (the "Mortgage"), and recorded or to be recorded prior to the recording of this Assignment, or any other mortgage hereafter covering the whole or any part of the Premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any such mortgage or any note or bond secured thereby.

**A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES WITH RESPECT TO EACH LEASE:**

1. To faithfully abide by and substantially perform and discharge each and every material obligation, covenant and agreement of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the

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Lease received from Lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce, short of termination of the Lease, or secure the performance of each and every material obligation, covenant, condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter the terms of the Lease; not to terminate the term of the Lease and not to accept a surrender thereof unless required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from the material obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to so reduce the annual rent payable under the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained which consent shall not be unreasonably withheld or delayed shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation to do so and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate set forth in the note secured by the Mortgage and the same shall be added to the said indebtedness and shall be secured hereby and by the said Mortgage.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said Mortgage.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed any prior Assignment of the Lease or of its right, title and interest therein or in the rentals to accrue thereunder; (b) Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or

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which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease; and (e) Assignor has not executed or granted any modification or amendment of the Lease either orally or in writing, and that the Lease is in full force and effect.

7. Assignor hereby covenants and agrees with Assignee that in the event Assignor and any tenant under any Lease shall enter into an early termination agreement wherein Assignor, as landlord, receives a termination payment or should Assignor, as landlord thereunder, receive a lump sum payment by reason of a settlement or judgment against such tenant, Assignor hereby assigns such termination payment or lump sum payment to Assignee as additional collateral security for all sums owing to Assignee under the Mortgage and Assignor further covenants and agrees to pay such sum to Assignee within ten (10) days following Assignor's receipt thereof. The failure by Assignor to make such payment shall constitute a default under the Mortgage.

## B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Mortgage or Lease, Assignor shall have a license to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Mortgage or Lease, Assignee may immediately take possession of all rents, issues and profits from said leased premises, whether past due, then due or to become due, by delivering a notice of default to Assignor, without the necessity of Assignee entering upon and taking possession of the leased premises in person, by agent or by a court-appointed receiver, instituting legal proceedings of any kind or taking other affirmative action of any kind, and Assignor shall thereafter hold all such rents, issues and profits from said leased premises as trustee for the exclusive benefit of Assignee. After the delivery of a notice of default, each tenant of the leased premises is hereby directed by Assignor to pay all rent to Assignee or Assignee's representatives upon receipt by such tenant of Assignee's written demand therefor, delivered to such tenant personally, by mail or by delivering such demand to the leased premises of such tenant, without any liability on the part of such tenant to inquire any further as to the actual existence of such event of default, and Assignor shall execute and deliver to the tenants of the leased premises any notices reasonably required to accomplish this result. Assignor shall forward to Assignee all rents, issues and profits from said leased premises received by Assignor after the delivery of a notice of default. All such rents, issues and profits from said leased premises shall be applied by Assignee first to the costs, if any, of taking control of and managing the leased premises and collecting the rents, issues and profits from said leased premises, including, without limitation, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the leased premises, premiums on insurance policies, taxes, assessments and other necessary charges on the leased premises, and the cost of discharging any obligations or the reduction and payment of the indebtedness secured by the Mortgage. Nothing contained herein shall be construed as constituting Assignee, as a "mortgagee in possession" in the absence of the

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actual possession of the leased premises by Assignee. As between Assignee and Assignor and any person claiming through or under Assignor, this assignment is intended to be absolute, unconditional and presently effective, and the provisions of this section regarding written demand for the rents, issues and profits from said leased premises by Assignee to the tenants are intended solely for the benefit of such tenants and shall never inure to the benefit of Assignor or any person claiming through or under the Assignor, other than a tenant who has not received such written demand.

3. The whole of the indebtedness shall become due at the option of the Assignee after any attempt by the Assignor to terminate any lease, accept surrender thereof or to waive or release any Lessee from the observance, performance of any material obligation or to anticipate rents thereunder more than thirty (30) days prior to accrual.

4. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform and discharge, any obligation, duty or liability under the Lease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the 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 it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease excluding from the foregoing indemnity, however, such loss or damage as may result from the willful misconduct or gross negligence of the Assignee; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at a rate equal to the rate otherwise due and payable under the note secured by the Mortgage plus five (5%) percent per annum, shall be secured hereby and by the said Mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor to do so, the Assignee may declare all sums secured hereby immediately due and payable.

## C. IT IS FURTHER MUTUALLY AGREED THAT:

1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to use its best efforts to keep leased at a good and sufficient rental all the premises described in the Mortgage and upon demand to transfer and assign to the Assignee any and all leases upon all or any part of such Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Agreement shall apply to any lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said Mortgage, unless there shall have been recorded another mortgage in favor of the Assignee covering the whole or any part of the leased premises, this Assignment shall become and be void and of no effect.

3. This Assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees,

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administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this Assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.


TO THE ASSIGNEE, at the address appearing above unless a different address is furnished below.

Such addresses may be changed from time to time by either party by serving notice as above provided.

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

ASSIGNOR:

RAMA GROUP INTERNATIONAL INC.

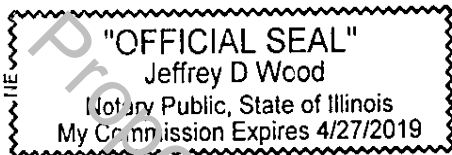
By:   
Amit Kapur  
Its President  
Duly Authorized

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STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017 by Amit Kapur, President of Rama Group International Inc., an Illinois corporation, on behalf of the corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires 4/27/19

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## SCHEDULE A

### LEGAL DESCRIPTION

Lot 35, in Block 2, in the subdivision of the North Three-Fourths (3/4) of the East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Pin # 01-01-423-032-0000

Address: 2424 W Iowa Ave

Chicago IL 60622

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