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Prepared by and
when recorded, return to:

Gould & Ratner LLP
222 N. LaSalle Street, Suite 800
Chicago, Illinois 60601
Attention: Jessica G. Lingertat

Address: 400 Skokie Boulevard,
Northbrook, Illinois 60062

P.I.N.: 04-02-402-036-0000



Doc# 1800901169 Fee \$58.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/09/2018 11:41 AM PG: 1 OF 11

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ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** (the "Assignment") is made as of December 29, 2017.

ASSIGNOR: M-IV SKOKIE PROPERTY, LLC, a Delaware limited liability company ("Assignor").

ASSIGNEE: FIRST MIDWEST BANK, an Illinois banking corporation ("Assignee").

ARTICLE 1

RECITALS

1.1 Assignor is the owner of real property commonly known as 400 Skokie Boulevard in Northbrook, Illinois and more fully described in **Exhibit A** to this Assignment and all improvements, buildings, structures, fixtures, amenities, and personal property, now or hereafter acquired, and now or hereafter located on such real property and used or intended to be used in connection with the use, occupation, or development thereof, and also all easements, rights of way, and appurtenances, now or hereafter existing, acquired in connection with the real property (the "Property").

1.2 Assignee has made a loan to Assignor in the maximum principal amount of up to \$18,960,944.00 (the "Loan") pursuant to that certain Loan Agreement by and between Assignor and Assignee dated as of the date hereof ("Loan Agreement"), which Loan is evidenced by a Line of Credit Note (together with any and all extensions, renewals, amendments, substitutions

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or replacements thereof or therefor, the "Note") having a maturity date of January 1, 2021 (as the same may be extended by the parties hereto in accordance with the terms of the Loan Agreement "Maturity Date"), pursuant to which Assignor promises to pay said principal sums (or so much thereof as may be outstanding thereon), together with interest on the balance of principal from time to time outstanding and unpaid thereon, at the rate and at the times specified in the Note, respectively.

1.3 The Note is secured by, among other documents, that certain Mortgage and Security Agreement of even date (the "Mortgage") covering the Property, and those certain assignments of leases and rents and mortgage and security agreements covering certain other real property owned by the Mortgagor (such assignments of leases and rents, the "Other Assignments", and such mortgage and security agreements, the "Other Mortgages"). This Assignment, the Note, the Loan Agreement, the Mortgage, the Other Assignments, the Other Mortgages and all other documents evidencing or securing the indebtedness evidenced by the Note, each as amended, modified and/or restated from time to time, are hereinafter collectively referred as the "Loan Documents" and each a "Loan Document".

1.4 This Assignment by Assignor to Assignee is given to further secure Assignor's obligations to Assignee under the Note and the other Loan Documents.

ARTICLE 2

DEFINITIONS

The following terms shall have the following meanings herein, unless the context or use requires a different meaning, and such definitions shall be read in the singular or plural as the context requires. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Loan Agreement.

2.1 "Lease" or "Leases". All of the leases, tenancies, licenses, and other agreements, written or otherwise, including all amendments, modifications, extensions, guaranties, additions, renewals and replacements thereof, granting possession, use, or occupancy of the Property, or a portion thereof, to another, whether now existing or hereafter entered into (collectively, "Leases"), notwithstanding the fact that said agreements are not specifically identified herein, including, without limitation, each of the Leases described on the rent roll attached to the ALTA statement executed by Borrower on or about the date hereof in connection with the closing of the Loan (the "Rent Roll").

2.2 "Rent" or "Rents". All the rental income, revenues, issues, proceeds, profits, damages, awards, and payments now or hereafter due under the Leases (collectively, the "Rents"). Without limiting the generality of the foregoing, Rents shall include all minimum rent, additional rent, percentage rent, deficiency rent, security deposits, letters of credit and proceeds thereof, liquidated damages, insurance proceeds, reimbursements, and payments and awards for damages.

2.3 "Indebtedness". All or any part of outstanding and unpaid debt of Assignor to Assignee as evidenced by the Note, or that may otherwise be due from Assignor to Assignee

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under the terms of the Mortgage, Loan Agreement, Note, this Assignment, the Other Mortgages, the Other Assignments or any other Loan Document.

2.4 “Event of Default”. An event of default under Section 6.20 hereof or an Event of Default as defined in the Loan Agreement, Note or any other Loan Document, provided that said Event of Default remains uncured after the passage of any applicable notice and cure period.

ARTICLE 3

ASSIGNMENT

2.1 For purposes of giving additional continuing security for repayment of the Indebtedness, Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Leases and Rents. This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Assignor and shall continue in effect until the Indebtedness is finally and irrevocably paid in full. However, so long as no Event of Default shall exist under this Assignment or any Loan Document, Assignee temporarily waives its right to collect the Rent and hereby gives Assignor permission to collect the same. In consideration for the granting of said permission, Assignor agrees to use all Rents collected for purposes of making payments due on the Indebtedness, for paying all taxes and other charges that if not paid would become a lien against the Property, for paying all premiums on insurance policies covering the Property as they become due, and for satisfaction of all its obligations under the Leases, before using the same for any other purpose. This permission given Assignor to collect the Rents may be revoked by Assignee at any time, in its complete discretion upon the occurrence of an Event of Default.

ARTICLE 4

WARRANTIES

Assignor represents, warrants and covenants, and so long as the Indebtedness remains unpaid shall be deemed to continuously represent, warrant and covenant that:

4.1 Legal Right and Authority. Assignor has full legal right and authority to execute and deliver this Assignment to Assignee.

4.2 Sole Owner. Assignor is the sole owner of all the landlord's interest in the Leases.

4.3 Valid and Enforceable Leases. To Borrower's knowledge, the Leases currently in effect are valid under existing law and fully enforceable against the parties thereto.

4.4 Advance Rent. No Rent has been collected in advance of the time due, except for customary security deposits or one month's rent.

4.5 Undisclosed Leases. Assignor has not entered into any Lease for all or any part of the Property, and no Lease for all or any part of the Property exists, except for the Leases described on the Rent Roll.

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4.6 Assignment. Assignor has not previously assigned all or any part of the Leases or Rents, nor any right, title or interest therein.

ARTICLE 5

COVENANTS OF ASSIGNOR

5.1 Attorney-in-Fact. Assignee is hereby appointed attorney-in-fact of Assignor with full power of substitution and with full power and authority following the occurrence of an Event of Default to act in the name of Assignor with respect to the subject matter of this Assignment. In connection therewith, in addition to other things deemed necessary by Assignee to effectuate the intent and object of this Assignment, upon the occurrence of an Event of Default, Assignee may, without limitation:

- (a) Demand, recover and receive the Rents, or any part thereof, from any person whomsoever;
- (b) Maintain any and all actions or proceedings to recover the Rents, enforce the Leases, or to remove tenants or occupants from the Property;
- (c) Perform such acts as may be required of Assignor by all Leases, any other tenancy of the Property, any other agreement affecting the Property, or any part thereof and this Assignment;
- (d) Lease the Property, or any part thereof, which is now or may become vacant, for such periods as Assignee may deem proper;
- (e) Perform such acts and execute and/or deliver all papers, leases, licenses, franchises and agreements that may be required in any action or proceeding affecting the Property, and in managing and operating the Property;
- (f) Pay out of the Rents all sums deemed necessary by Assignee for general improvements including without limitation completion of the Project as defined in the Loan Agreement, tenant improvements, protection, operation, business expense, leasing, managing (whether by retained agent or otherwise), or preservation of the Property, including, without limitation, payment of taxes, assessments, management fees, leasing commissions, utilities, liens, and insurance premiums, and all security, maintenance, and repair charges. If the Rents are not sufficient to cover such payments, together with sums due on the Indebtedness, Assignor will upon demand reimburse Assignee to the extent thereof, together with interest thereon at the Default Rate as defined in the Mortgage. The obligation of Assignor to pay such sums to Assignee shall be secured hereby and by the Loan Documents. Nothing contained herein shall in any way obligate Assignee to pay any item listed in this subparagraph (f), to act in any manner on behalf of Assignor, or to relieve Assignor from its duty to perform according to the provisions of the Leases. This Assignment confers upon Assignee a power coupled with an interest and shall be irrevocable so long as the Indebtedness remains unpaid.

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5.2 Duties and Obligations. Assignor will duly perform all the duties and comply with all the obligations, terms and conditions, required of it by the Leases.

5.3 Assignment and Prepayment. Assignor will not, without Assignee's written consent, otherwise assign the Leases or the Rents, nor any part thereof, nor accept prepayments or installments of same before they become due, except that Assignor may accept security deposits and one month's Rent, in advance, from tenants.

5.4 Additional Acts. Assignor will perform all necessary further acts to authorize payment of the Rents to Assignee, and will execute and deliver to Assignee any and all further instruments and perform all further acts requested by Assignee to effectuate the purposes of this Assignment.

5.5 Irrevocable Consent. Assignor irrevocably consents that any tenant, occupant, or other person in possession or occupancy of all or any part of the Property may completely rely upon Assignee's notice of the occurrence of an Event of Default hereunder and the right of Assignee to exercise its rights granted hereby without requirement on the part of such person to independently determine the actual existence of such Event of Default.

5.6 Surrender of Possession. Upon the occurrence of an Event of Default, upon demand, Assignor shall surrender possession of the Property to Assignee. Upon entry, Assignee may exercise all or any of the rights and powers granted it hereby, and to the extent permitted by applicable law, no such entry by or on behalf of Assignee shall be deemed to constitute Assignee a "mortgagee in possession". This covenant shall, at the option of Assignee, become operative immediately upon the occurrence of an Event of Default, regardless of whether foreclosure proceedings have been instituted or application has been made for the appointment of a receiver.

5.7 Copies of Leases; Rent Roll. Upon Assignee's request therefor, Assignor shall deliver to Assignee a rent roll for the Property in form and content satisfactory to Assignee and true and complete copies of any Lease, or any amendment, renewal, replacement, modification, addition, or extension of any Lease. Assignor shall, promptly and without any request by Assignee, provide Assignee with a copy of any newly signed Lease and any executed amendment, renewal, replacement, modification, addition or extension of any Lease, all of which shall be subject to approval by Assignee in accordance with the terms and conditions of the Loan Agreement.

5.8 Management and Enforcement. Assignor agrees to manage the Property in accordance with sound business practices, to diligently enforce the Leases and the obligations of any guarantor thereon, to do or cause to be done all of the landlord's obligations thereunder, to do or cause to be done any specific action required by Assignee with respect thereto in furtherance of this Assignment, and not to do nor cause to be done anything to impair the value of the Leases, or the Property, as security for the Indebtedness.

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ARTICLE 6

MISCELLANEOUS

6.1 Claims Under Lease. Assignee shall be deemed to be the creditor of all tenants under the Leases with respect to all Assignor's claims against such tenants for damages, and under the Leases; and Assignee shall have the right (but not the obligation) if an Event of Default hereunder exists to file said damage claim or claims under the Leases in all actions or proceedings involving or affecting such tenants, including, without limitation, actions or proceedings involving an assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution and receivership. Assignor hereby assigns to Assignee all such claims for damages and claims under the Leases, and all money received as a result thereof. Upon the occurrence of an Event of Default, Assignor hereby irrevocably appoints Assignee its attorney-in-fact with full power of substitution, and with full power to make and file such claims, to appear in any such action or proceedings, and to collect all money resulting therefrom or awarded therein.

6.2 Assignee's Obligation. Notwithstanding any legal presumption or implication to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment, nor by the collection of any Rent, to perform any obligation of Assignor as landlord under the Leases, nor shall Assignee be responsible for any act committed by Assignor, or any breach or failure to perform by Assignor with respect to a Lease; and Assignor hereby agrees to indemnify Assignee and save it harmless from and against all losses, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from all claims made against Assignee which arise out of, from or in connection with the Leases, the Property, or this Assignment. However, Assignee may, at its sole option, and without further releasing Assignor from any obligation hereunder, or under the Leases, discharge any obligation which Assignor fails to discharge after any applicable notice and cure periods for any such obligation, including, without limitation, defending any legal action; and Assignor agrees to immediately pay, upon demand, all sums expended by Assignee in connection therewith, including Assignee's costs and expenses, including reasonable attorneys' fees, together with interest thereon at the Default Rate and the amount of same shall be added to the Indebtedness. Neither the acceptance of this Assignment, nor the collection of Rent or other sums due or to become due under the Leases shall constitute a waiver of any right of Assignee under the Note, Loan Agreement, Mortgage, Other Assignments, Other Mortgages or any other Loan Document and the performance of Assignor's obligations thereunder.

6.3 Notice of Default. Upon the occurrence of an Event of Default, Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to the tenants under the Leases. All tenants are authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a statement that Assignor has committed an Event of Default hereunder or under any other Loan Document, accompanied by a demand for such payment, without any further proof of such Event of Default.

6.4 Assignee's Liability. Assignee's obligation as to any Rent actually collected shall be discharged by application of such Rent for the purposes described in this Assignment. Assignee shall not be liable for uncollected Rents, nor for any claim for damages or setoff,

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arising out of Assignee's management of the Property, other than for damages arising from Assignee's gross negligence. Assignee shall not be liable to any tenant for the return of any security deposit made under a Lease, unless Assignee shall actually have received such security deposit from Assignor or such tenant.

6.5 Waiver. The failure on the part of Assignee to exercise any right hereunder shall not operate as a waiver thereof. The waiver of any provision herein by Assignee, or the consent to any departure from any such provision, including, without limitation, the exercise, from time to time, of any right hereunder by Assignee after the occurrence of an Event of Default and the waiver or curing of same, shall not be deemed a waiver of that or any other right at that time, nor a waiver of that or any other right subsequent thereto, but shall be applicable only in the specific instance or for the purpose for which such waiver or consent was given.

6.6 Receiver in Foreclosure. In the event that a receiver shall be appointed in a foreclosure action on the Mortgage, the rights and powers granted Assignee hereby shall inure to the benefit of such receiver; and shall be construed to be in addition to all rights and powers given receivers under the law of the jurisdiction where the Property are located.

6.7 Taking of Possession and Collection. The taking of possession and collection of Rent by Assignee pursuant hereto shall not be construed to be an affirmation of any Lease, and Assignee, or a purchaser at any foreclosure sale of the Property may, if otherwise entitled to do so, exercise the right to terminate any Lease as though such taking of possession and collection of Rent had not occurred.

6.8 Extension on Indebtedness. If, at any time or times, the time of payment of the Indebtedness, or any part thereof, is extended, if the Note is renewed, extended, modified or replaced, or if any security for the Note is released, Assignor and all other persons now or hereafter liable on the Indebtedness, or interested in the Property, shall be deemed to have consented to such extension, renewal, modification, replacement, or release, and their liability thereon, the lien hereof, and the rights created hereby shall continue in full force and effect.

6.9 Severability. If any obligation, term, or condition of this Assignment is deemed illegal or unenforceable, all other obligations, terms, and conditions, and the application thereof to all persons and circumstances subject hereto, shall remain unaffected to the extent permitted by law; and if application of any obligation, term, or condition to any person or circumstance is deemed illegal or unenforceable, the application of such obligation, term or condition to any other person or circumstance shall remain unaffected to the extent permitted by law.

6.10 Recording Information. Assignee is authorized to insert in executed copies of this Assignment and in any Uniform Commercial Code financing statement executed in connection herewith or with the Indebtedness, dates, Recorder's File and Instrument Numbers, and other recording information omitted therefrom, notwithstanding the fact that the same may not become available until after the date of the execution of this Assignment; and the Recorder of the County in which the Property is located is authorized to enter a reference to the execution, existence and filing of this Assignment upon its records.

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6.11 Subordination. Assignee may consent to the subordination of the Leases to its Mortgage and this Assignment without any further consent being necessary or required on the part of Assignor. Assignee shall further, upon request from Assignor, provide Assignor a commercially reasonable form of subordination and non-disturbance agreement that Assignee is willing to execute in connection with leases of the Property when such agreement is requested by tenants or prospective tenants of the Property.

6.12 Assignability. This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee and its successors and assigns. In furtherance and not in limitation of the foregoing, Assignee, as the holder of the Mortgage, shall have the right to assign all of Assignee's right, title and interest in and to the Leases to any subsequent holder of the Mortgage, and also to assign the same to any person acquiring title to the Property through foreclosure or otherwise.

6.13 Headings. Captions and titles used in this Assignment have been inserted for convenience only, and shall not be deemed or construed to have any effect upon the scope or meaning of any of the terms, obligations, or conditions of this Assignment.

6.14 Validity. The affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing that any part of the Indebtedness remains unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. Assignor hereby authorizes and directs any tenant, occupant or user of the Property, or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and that a default exists thereunder or under any other Loan Document, to perform this Assignment in accordance with the terms hereof for the benefit of Assignee.

6.15 Discharge. This Assignment is given for the purpose of securing Assignor's performance of all its obligations under the Note and other Loan Documents; and accordingly, upon payment in full of the Indebtedness and the discharge of all Assignor's other obligations under the Note and other Loan Documents, as evidenced by the recording of an instrument formally satisfying the Mortgage without the consequent recording of another mortgage covering the Property in favor of Assignee, this Assignment shall automatically become null and void.

6.16 Third Party Reliance. Any third party may rely upon this Assignment upon presentation to them of a copy or facsimile thereof, certified to be an exact, complete and true copy by an attorney duly admitted to practice law in the jurisdiction where the Property are located; and no revocation or termination hereof, by operation of law or otherwise, shall be effective as to such third party, and such third party may rely fully and completely hereon, unless and until written notice of such revocation or termination is actually received by such third party from Assignee.

6.17 Waiver by Assignee. This Assignment may not be waived, modified, altered, or amended in any manner or form, except by an agreement, in writing, executed by a duly authorized officer of Assignee, which writing shall make specific reference to this Assignment.

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6.18 Gender and Number. Relative words and any reference to Assignor and Assignee shall be read in the singular or plural when appropriate, and words of masculine or neuter import shall be read as if written in the masculine, feminine, or neuter when appropriate. If more than one party joins in the execution hereof, the covenants and agreements contained herein shall be the joint and several obligation of each of them.

6.19 Notices. All notices hereunder shall be made in accordance with Section 12.8 of the Loan Agreement.

6.20 Defaults. Failure of Assignor to make any payment due hereunder within five (5) days of written demand or to perform any obligation hereunder or to cure any default hereunder within thirty (30) days of written notice thereof shall constitute an Event of Default hereunder. If any such non-monetary default cannot with due diligence be cured within said thirty (30) day period and Assignor so notifies Assignee, then provided Assignor promptly commences and diligently carries out all actions necessary to cure such default, the time period for curing such default shall be extended for no more than an additional seventy-five (75) days.

6.21 No Extension of Indebtedness. Nothing contained in this Assignment shall operate as or be deemed to be an extension of time for payment of the Indebtedness, or in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness, or any part thereof.

6.22 Cumulative Remedies and Rights. All rights and remedies of Assignee hereunder are cumulative.

6.23 Successors and Assigns: This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6.24 Time of Essence. Time is of the essence of this Assignment.

6.25 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN 400 SKOKIE BOULEVARD SUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN THE LANE PARK SUBDIVISION AND LOTS 9, 10 AND 11 IN BLOCK 6 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNTIED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION, IN THE SOUTHEAST ¼ OR SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED ON MAY 2, 2011, AS DOCUMENT 1112229014 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND UPON A 40 FOOT WIDE STRIP AS CREATED BY DECLARATION AND GRANT OF EASEMENT RECORDED JANUARY 16, 1975 AS DOCUMENT 22963582 AND AS SHOWN ON PLAT OF SUBDIVISION RECORDED JULY 15, 1976 AS DOCUMENT 23560771 AS AMENDED BY DOCUMENT 26876732 AND FURTHER AMENDED BY DOCUMENT 85304544.

PERM TAX #: 04-02-402-036-0000

PROPERTY ADDRESS: 400 SKOKIE BOULEVARD, NORTHBROOK, ILLINOIS 60062