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Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/07/2018 11:07 AM Pg: 1 of 11
Voya Loan No. 29682

**PREPARED BY
AND WHEN RECORDED MAIL TO:**

Christopher J. Maurer, Esq.
Reed Smith LLP
Princeton Forrestal Village
136 Main Street - Suite 250
Princeton, New Jersey 08540

Voya Loan No. 29682

P.I.N.: 08-16-200-103-0000

Common Address:

95 W. Algonquin Road
Arlington Heights, Illinois 60005

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

This **ABSOLUTE ASSIGNMENT OF RENTS AND LEASES** (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "Assignment") made this 6th day of February, 2018, by **95 WA INVESTOR LLC**, a Delaware limited liability company having an address at c/o The Hearn Company, 875 North Michigan Avenue, Suite 4100, Chicago, Illinois 60611 (hereinafter referred to as the "Assignor"), as assignor, to **VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY**, a Connecticut corporation with an address c/o Voya Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349, Attention: Real Estate Law Department (hereinafter referred to as the "Assignee"), as assignee.

WITNESSETH:

WHEREAS, the Assignor has executed and delivered to the Assignee a Promissory Note dated of even date herewith in the original principal amount of Ten Million and 00/100 (\$10,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Note"), performance of which is secured by, among other things, a certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing dated of even date

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herewith executed by the Assignor, as mortgagor, in favor of the Assignee, as mortgagee (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Security Instrument"), which Security Instrument encumbers certain real estate described in Exhibit "A" attached hereto and hereby made a part hereof, and improvements thereon (hereinafter referred to as the "Mortgaged Premises"); and

WHEREAS, capitalized terms used but not otherwise expressly defined herein shall have the same meanings when used herein as set forth in the Note and the Security Instrument, as applicable; and

WHEREAS, as a condition to the Assignee's obligation to make the loan evidenced by the Note and secured by the Security Instrument (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Loan") and made pursuant to or in connection with and secured by other documents, including, but not limited to, any financing statements naming the Assignor as debtor and the Assignee as secured party (hereinafter this Assignment, the Note, the Security Instrument, and such other documents, as any of them may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, are sometimes collectively referred to as the "Loan Documents"), the Assignor has agreed to absolutely and unconditionally assign to the Assignee all of the Assignor's rights, title, and interests in, to, and under various leases affecting the Mortgaged Premises, including the Assignor's rights, title, and interests in, to, and under the rents therefrom, subject only to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor hereby covenants and agrees to and for the benefit of the Assignee as follows:

ARTICLE I **ASSIGNMENT**

1.1 **Assignment.** The Assignor hereby irrevocably and absolutely assigns to the Assignee all of the Assignor's rights, title, and interests in, to, and under: (a) all leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements, whether oral or written, with respect to the Mortgaged Premises or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Mortgaged Premises or any portion thereof, whether now existing or entered into after the date hereof (hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases"); and (b) any and all rents, revenues, issues, income, royalties, receipts, profits, contract rights, accounts receivable, general intangibles, and other amounts now or hereafter becoming due to the Assignor in connection with or under the Leases (whether due for the letting of space, for services, materials, or installations supplied by the Assignor or for any other reason whatsoever), including, without limitation, all insurance, tax, and other contributions, insurance proceeds, condemnation awards, lease termination payments, including, without limitation, any termination fee in connection with the "Existing AT&T Lease" (as such term is defined in the Cash Management Agreement), damages following defaults by tenants under the Leases (hereinafter collectively referred to as the "Tenants" and individually referred to as a "Tenant"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (hereinafter collectively referred to as the "Rents"), including without limitation the following:

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(i) all claims, rights, privileges and remedies on the part of the Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(ii) all rights, powers and privileges of the Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(iii) all other claims, rights, powers, privileges and remedies of the Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that the Assignor is entitled to do thereunder or with respect thereto.

The term "Leases" as used herein shall also include all guarantees of and security for the Tenants' performance thereunder, and all amendments, extensions, renewals, or modifications thereto.

1.2 **Grant of License.** Notwithstanding the foregoing Section 1.1 to the contrary, the Assignee hereby confers upon the Assignor a revocable license (hereinafter referred to as the "License") to exercise the rights as landlord under the Leases and to collect and retain the Rents as they become due and payable, for so long as no Event of Default exists. Upon the occurrence of an Event of Default, the License shall be automatically revoked and the Assignee shall be entitled, at its option, to give the Tenants a written notice (hereinafter referred to as a "Tenant Notice") requesting that the Tenants pay all Rents and other amounts due and owing under the Leases directly to the Assignee and to perform any of the Tenants' respective obligations under the Leases for the benefit of the Assignee. At such time, if at all, as such Event of Default is waived by the Assignee (or the Assignee, in its sole and absolute discretion, agrees in writing to waive said Event of Default) or if the cure of said Event of Default shall have been accepted in writing by the Assignee, the License shall be reinstated on the terms contained in this Section 1.2. The Assignor hereby irrevocably authorizes and directs the Tenants under the Leases to rely upon and comply with any notice or demand by the Assignee in accordance with the terms of this Section 1.2 for the payment to the Assignee of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the Tenants' undertakings under the Leases, and the Tenants shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. The Assignor hereby relieves the Tenants from any liability to the Assignor by reason of relying upon and complying with any such notice or demand by the Assignee.

1.3 **Effect of Assignment.** The foregoing irrevocable and absolute assignment shall not cause the Assignee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management, or repair of the Mortgaged Premises or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants, and conditions of the Leases; or (c) responsible or liable for (i) any waste committed on the Mortgaged Premises by the Tenants under any of the Leases or any other parties; (ii) for any dangerous or defective condition of the Mortgaged Premises; or (iii) for any negligence in the management, upkeep, repair, or control of the Mortgaged Premises resulting in loss or injury or death to any Tenant, licensee, employee, invitee, or other Person. The Assignee shall not directly or indirectly be liable to the Assignor or any other Person as a consequence of: (1) the exercise of or failure to exercise by the Assignee, or any of its employees, agents, contractors, or subcontractors, any of the rights, remedies, or powers granted to the Assignee hereunder; or (2) the failure or refusal of the Assignee to perform or discharge any obligation, duty or liability of the Assignor arising under the Leases.

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1.4 **Representations and Warranties.** The Assignor hereby represents and warrants that: (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease, if any, has been paid by any Tenant for more than one (1) month in advance; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned by the Assignor.

1.5 **Covenants.** The Assignor at its sole cost and expense shall: (a) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (b) enforce or secure the performance of all of the covenants, conditions, and agreements of the Leases on the part of the Tenants to be kept and performed, but the Assignor shall not cancel, terminate, or accept surrender of any Lease without the prior express written consent of the Assignee; (c) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the Tenants thereunder; (d) upon written request of the Assignee, transfer and assign to the Assignee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to the Assignee upon demand, any and all instruments required to effectuate said assignment; (e) furnish the Assignee, within ten (10) days after a request by the Assignee so to do, a written statement containing the names of all Tenants, terms of all Leases, including the spaces occupied and the rentals payable thereunder; and (f) exercise within five (5) days of any demand therefor by the Assignee any right to request from the Tenant under any Lease a certificate with respect to the status thereof.

1.6 **Leases.**

1.6.1 All Leases, including, without limitation, all amendments, modifications, renewals, and extensions thereof, entered into after the date hereof shall be subject to the prior written approval of the Assignee as to form, content, and Tenants and, without limiting the generality of the foregoing, the Assignor shall not enter into any Lease without the Assignee's prior express written consent. Any Lease approved by the Assignee shall require actual occupancy by the lessee thereunder. Any Lease existing as of the date hereof shall not be amended, modified, renewed, or extended without the prior written approval of the Assignee. Notwithstanding the foregoing to the contrary, the Assignor may, without the prior written approval of the Assignee but with subsequent prompt written notice to the Assignee: (a) amend any Lease to correct typographical errors or errors in legal descriptions or to confirm possession dates, rent commencement dates and the like; provided, however, that such right to amend shall not apply to any of the economic terms of any Lease, and (b) enter into amendments that solely document the unilateral exercise by a tenant of a right (such as a renewal option) under its Lease (so long as the terms of such right are fully and expressly set forth in such Lease).

1.6.2 Without in any way limiting the requirement of the Assignee's prior express written approval hereunder, any sums received by the Assignor in consideration of any termination (or release or discharge of any Tenant) of any Lease within the Mortgaged Premises shall be held by the Assignee and deposited into the "Reserve" (as such term is defined in the Reserve Agreement) and disbursed pursuant to and in accordance with the Reserve Agreement.

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1.6.3 The Assignor will not, without the Assignee's prior express written consent: (a) execute an assignment or pledge of any Rents and/or any Leases other than the Security Instrument; or (b) accept any prepayment of any installment of any Rents more than one (1) month before the due date of such installment, and in any event no more than one (1) month in advance of the then current month.

1.7 **Estoppel Certificates.** Within thirty (30) days after written request by the Assignee, the Assignor (a) shall deliver to the Assignee an estoppel certificate executed by the Assignor and (b) shall use its commercially reasonable efforts to deliver to the Assignee an estoppel certificate executed by each of the Tenants, in each case certifying (if such be the case): (i) that the foregoing assignment and the Leases are in full force and effect; (ii) the date of each Tenant's most recent payment of rent; (iii) that there are no defenses or offsets outstanding, or stating those claimed by the Assignor or Tenants under the foregoing assignment or the Leases, as the case may be; and (iv) any other information reasonably requested by the Assignee.

ARTICLE 2 **RIGHTS AND REMEDIES**

2.1 **Assignee's Powers and Rights.** At any time during the term of the Note or the Security Instrument, the Assignee may, at its option upon or after the occurrence of an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. The Assignee shall thereafter continue to receive and collect all of the Rents, as long as the Assignee deems such receipt and collection to be necessary or desirable, in the Assignee's sole and absolute discretion.

2.2 **Power of Attorney.** The Assignor hereby irrevocably appoints the Assignee its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for the Assignee in its own name and capacity or in the name and capacity of the Assignor, from and after the occurrence of an Event of Default and after the giving of a Tenant Notice, to demand, collect, receive, and give complete acquittance for any and all Rents and, at the Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. The Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due to the Assignor pursuant to the Leases or otherwise, to the Assignee, or such nominee as the Assignee may designate in a Tenant Notice delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability, or obligation to the Assignor with respect to all payments so made.

2.3 **Remedies.** From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, the Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by the Assignee necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder, including the right of the Assignee or its designee to enter upon the Mortgaged Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Mortgaged Premises together with all personal property, fixtures, documents, books, records, papers, and accounts of the Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. The Assignor herein grants full power and authority to the Assignee to exercise all rights, privileges, and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to the Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of the Assignor to

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the Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding, and restoring the improvements on the Mortgaged Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due (and all other amounts due under the Security Instrument) from the Assignor to the Assignee on the Note and the Security Instrument, all in such order as the Assignee may determine. The Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of the Assignor in the Leases. It is further understood and agreed that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Premises, or any parts thereof, upon the Assignee, nor shall it operate to make the Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by any Tenant or any other Person, or for any dangerous or defective condition of the Mortgaged Premises or for any negligence in the management, upkeep, repair, or control of the Mortgaged Premises resulting in loss or injury or death to any Tenant, licensee, employee, or stranger. If the Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder, the Assignee may pay, perform or observe the same and collect the cost thereof from the Assignor all as more fully provided in the Security Instrument.

2.4 **Assignee Not Liable; Indemnification.** Anything contained herein or in any of the Leases to the contrary notwithstanding: (a) the Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of the Assignor thereunder for any period of time during which the Assignor possesses title of the Mortgaged Premises or remains in control of the Mortgaged Premises to the same extent as if this Assignment had not been executed; (b) neither this Assignment nor any action (other than the loss of title to the Mortgaged Premises by Assignor upon the consummation of a foreclosure or deed in lieu of foreclosure and then only for the period of time during which the Assignor does not have title to the Mortgaged Premises or have any control of the Mortgaged Premises) or inaction on the part of the Assignor or the Assignee shall release the Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by the Assignee, and (c) the Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall the Assignee be required or obligated in any manner to make any payment or perform any other obligation of the Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by the Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to the Assignee or to which it may be entitled at any time or times. The Assignor shall and does hereby agree to defend and indemnify the Assignee and hold the Assignee harmless from and against any and all liability, loss, or damage which the Assignee may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against the Assignee, in connection with or with respect to the Leases or this Assignment to the extent arising with respect to any period that Assignor owns title to the Mortgaged Premises, whether by reason of any alleged obligation or undertaking on the Assignee's part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise. Should the Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be paid by the Assignor to the Assignee immediately upon demand, together with interest thereon from the date of advancement at the Default Rate until paid.

2.5 **Mortgage Foreclosure.** Upon foreclosure of the lien of the Security Instrument and sale of the Mortgaged Premises pursuant thereto, or delivery and acceptance of a deed in lieu of foreclosure,

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all rights, title, and interests of the Assignor in, to, and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Mortgaged Premises in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by the Assignor. Nevertheless, the Assignor shall execute, acknowledge, and deliver from time to time such further instruments and assurances as the Assignee may require in connection therewith and hereby irrevocably appoints the Assignee the attorney-in-fact of the Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as the Assignee may deem necessary or desirable, and the Assignee may substitute one or more persons with like power, the Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

ARTICLE 3 **MISCELLANEOUS**

3.1 **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of the Assignor or the Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

3.2 **General Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the term "Assignee" shall mean "the Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Note," the term "Mortgaged Premises" shall include any portion of the Mortgaged Premises and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal's and law clerk's fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Assignee in protecting its interest in the Mortgaged Premises, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

3.3 **Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

3.4 **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE ASSIGNEE OR THE ASSIGNOR ARISING OUT OF OR RELATING TO THIS ASSIGNMENT SHALL BE INSTITUTED IN A FEDERAL OR STATE COURT IN THE COUNTY OF COOK, ILLINOIS, AND THE ASSIGNOR AND THE ASSIGNEE, BY ITS ACCEPTANCE HEREOF, EACH HEREBY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND THE ASSIGNOR AND THE ASSIGNEE, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

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3.5 **Termination of Assignment.** Upon indefeasible repayment in full of the Loan and all other "Indebtedness" (as such term is defined in the Security Instrument), this Assignment shall become and be void and of no effect.

3.6 **Notices.** All notices or other written communications hereunder shall be delivered in accordance with Paragraph 22 of the Security Instrument.

3.7 **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR AND THE ASSIGNEE, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF THE ASSIGNOR, THE ASSIGNEE, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, OR AGENTS IN CONNECTION THEREWITH.

3.8 **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and assigns forever.

3.9 **Non-Waiver.** Waiver or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

3.10 **Severability.** If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the full extent permitted by law.

3.11 **Rights and Remedies Cumulative.** The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Security Instrument, the Security Agreement or any other Loan Document, or at law or in equity.

3.12 **Headings, Etc.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year set forth above.

WITNESS:

95 WA INVESTOR LLC, a Delaware limited liability company

AL
Name: LINDSEY CUSANO

By: Blake Hillemeier
Blake Hillemeier
Authorized Representative

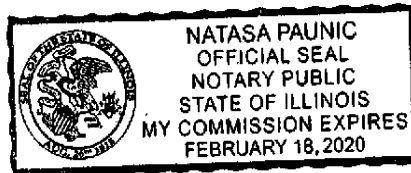
ACKNOWLEDGEMENT

STATE OF ILLINOIS :
: ss
COUNTY OF COOK :

BE IT REMEMBERED, that on this 2nd day of February, 2018, before me the subscriber, an officer duly authorized to take acknowledgments for use in the State of Illinois, personally appeared **Blake Hillemeier** who I am satisfied is the person who executed the within instrument as the Authorized Representative of **95 WA Investor LLC**, a Delaware limited liability company, the Assignor named therein, and I having first made known to him the contents thereof he did thereupon acknowledge that said instrument made by said Assignor is his voluntary act and deed and delivered by him as said Manager of said Assignor and is the voluntary act and deed of said Assignor, made by virtue of authority from said Assignor's Limited Liability Company Agreement for the uses and purposes therein expressed.

Natasa Paunic
Notary Public

My Commission Expires:



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EXHIBIT "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ABSOLUTE ASSIGNMENT OF
RENTS AND LEASES EXECUTED BY
95 WA INVESTOR LLC, AS ASSIGNOR, IN FAVOR OF
VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY, AS ASSIGNEE,
DATED FEBRUARY 6, 2018**

Legal Description of the Mortgaged PremisesSee attached.

P.I.N.: 08-16-200-103-0000

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

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING)

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEM

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INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 1, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

Common Address:

95 W. Algonquin Road
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