### **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

Evergreen Bank Group 1515 West 22nd Street, Suite 100W Oak Brook, IL 60523

WHEN RECORDED MAIL TO:

Evergreen Bank Group 1515 West 22nd Street, Suite 100W Oak Brook, IL 60523



¦ Ɗoc# 1813106099 Fee \$80.00

NHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/11/2018 01:15 PM PG: 1 OF 13

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Michael Obremski, Paralegal Evergreen Bank Group 1 Grant Square - Suite 100 Hinsdale, IL 60521

### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 10, 2018, is made and executed between SO Holdings, LLC-Series IV, an Illinois limited liability company, with an address c/o Beaulieu Law Offices, P.C., 4205 West Irving Park Road - First Floor, Chicago, IL 60641-2936 (referred to below as "Grantor") and Evergreen Bank Group, whose address is 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

### PARCEL 1:

UNIT 3436-2 IN THE LELAND PLACE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 26 IN BLOCK 67 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF BLOCKS 22 AND 27 AND ALL OF BLOCKS 23, 24, 26 IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH BLOCKS 1, 8 AND BLOCK 2 (EXCEPT THE EAST 1 ACRE THEREOF) IN CLARK'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0521019027, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

UNIT 4427-3B IN THE LAWNDALE COURT CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:



1813106099 Page: 2 of 13

### UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

Page 2

PARCEL A: THE WEST 10 FEET 5-1/2 INCHES OF THE EAST 60 FEET 5-1/2 INCHES OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 'C' (EXCEPT STREET AND ALLEYS) IN BICKEL'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; BEGINNING AT A POINT 67 RODS WEST OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 40 RODS; THENCE EAST 32 RODS; THENCE SOUTH 40 RODS; THENCE WEST 32 RODS TO THE BEGINNING, SAID STRIP IS OTHERWISE KNOWN THE EAST 10 FEET 5-1/2 INCHES OF THE WEST 75 FEET OF THE NORTH 124 FEET 11 INCHES OF THE SOUTH 298 FEET 10-1/8 INCHES OF THE EAST 125 FEET OF LOT 'C' (EXCEPT STREETS AND ALLEYS) IN BICKEL'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

### PARCEL B:

THE EAST 50 FEET OF THE NORTH 124 FEET 11 INCHES OF THE SOUTH 298 FEET 10-1/8 INCHES OF LOT 'C' OF BICK(L AND OTHERS SUBDIVISION OF THE WEST 32 RODS OF THE EAST 67 RODS OF THE SOUTH 40 RODS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THAT PART THEREOF TAKEN OR USED FOR STREETS AND ALLEYS) IN COOK COUNTY, ILLINOIS.

### PARCEL C:

A STRIP OF LAND BETWEEN THE EAST 60 FEET 5-1/2 INCHES OF THE NORTH 124 FEET 11 INCHES OF THE SOUTH 298 FEET 10-1/8 INCHES OF LOT 'C' IN BICKEL AND OTHERS' SUBDIVISION OF THE WEST 32 RODS OF THE EAST 67 RODS OF THE SOUTH 40 RODS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST O' 7 HE THIRD PRINCIPAL MERIDIAN, AND LOT 6 OF DUNAS' RESUBDIVISION OF LOT 114 IN WOLF, NELSON AND LEWINS' SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 14, AFORESAID, IN COOK COUNTY, ILLINOIS.

### PARCEL D:

LOTS 5 AND 6 IN DUNAS RESUBDIVISION OF LOT 114 IN WOLF, NELSON AND LEWINS' SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 55 ACRES OF THE EAST 1/2 OF THE NORTHWEST ¼ ALL IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010232516, AS AMENDED FROM TIME TO TIME, TOGETHER VOTH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

UNIT 2654-G IN THE LUNT AT THE PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 10 IN BLOCK 4 IN INDIAN BOUNDARY PARK ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF PART OF THE WEST 10 ACRES OF THE EAST 20 ACRES OF THE NORTHWES? 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0535427024, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

UNIT 2253-3 IN OAKLEY ROSE CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 32 IN BLOCK 8 IN WILLIAM L. WOLLEN'S RESUBDIVISION OF VACATED WILLIAM L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 18, 2005 AS DOCUMENT 0513819072, AS AMENDED FROM TIME TO

1813106099 Page: 3 of 13

## UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 3

TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

UNIT 4606-2-SOUTH IN THE MONTICELLO PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 19 (EXCEPT THE SOUTH 26 FEET THEREOF) AND ALL OF LOTS 20, 21 AND 22 IN BLOCK 3 IN JOHNSON AND TYDEN'S ADDITION TO WEST RAVENSWOOD, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0416818108, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

UNIT 4514-2 IN THE 3005 N KOLMAR AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL 651/4TE:

LOTS 21 AND 22 IN BLOCK 10 IN FAULING'S BELMONT AVENUE ADDITION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 18, 2006 AS DOCUMENT 0619912089, AC AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 7:

UNIT 7007-G IN THE LUNT AT THE PARK CONDOMINUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 10 IN BLOCK 4 IN INDIAN BOUNDARY PARK ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF PART OF THE WEST 10 ACRES OF THE EAST 20 ACIES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0535427024, AS AMENDED FROM TIME 10 TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 8:

UNIT 205 IN THE BALMORAL PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 980 TO 984 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26370707, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 9:

UNIT 4516-2 IN THE 3005 N KOLMAR AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 21 AND 22 IN BLOCK 10 IN PAULING'S BELMONT AVENUE ADDITION TO THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED JULY

1813106099 Page: 4 of 13

### UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 4

18, 2006 AS DOCUMENT 0619912089, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

### PARCEL 10:

UNIT 2636-105 IN FOSTER COURT CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 294, 295, 296 AND 297 IN WILLIAM H. BRITTIGAN'S BUDLONG WOODS GOLF COURSE ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 14, 2004 AS DOCUMENT 0425827045, AS AMENDED FROM TIME TO TIME, (THE FIRST AMENDMENT 10 DECLARATION RECORDED JANUARY 4, 2005 AS DOCUMENT 05004403095), TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST, IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

The Property or its address is commonly known as 3436 West Leland Avenue, Unit 2W, (as to Parcel 1); 4427 North Lawndale Avenue, Unit 3B (as to Parcel 2); 2654 West Lunt Avenue, Unit G (as to Parcel 3); 2253 West Rosemont Avenue, Unit 3 (as to Parcel 4); 4606 North Monticello Avenue, Unit 2S (as to Parcel 5); 3005 North Kolmar Avenue, Unit 2 (as to Parcel 5); 7007 North Washtenaw Avenue, Unit G (as to Parcel 7); 2610 West Balmoral Avenue, Unit 205 (as to Parcel 8); 3005 North Kolmar Avenue, Unit 4516-2 (as to Parcel 9); and 2636 West Foster Avenue, Unit 105 (as to Parcel 10), Chicago, IL. The Property tax identification number is 13-14-202-035-1005 (as to Parcel 1); 13-4-127-026-1027 (as to Parcel 2); 10-36-211-034-1001 (as to Parcel 3); 14-06-107-033-1008 (as to Parcel 4), 13-14-112-025-1020 (as to Parcel 5); 13-27-112-040-1006 (as to Parcel 6); 10-36-211-034-1009 (as to Parcel 7); 13-12-214-052-1022 (as to Parcel 8); 13-27-112-040-1007 (as to Parcel 9); and 13-12-231-059-1031 (as to Parcel 10).

REVOLVING LINE OF CREDIT. This Assignment secure (no Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount voich Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Assignment to the same extert as if such future advance were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEONESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING (E) MS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become dur, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

### **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

1813106099 Page: 5 of 13

### UNOFFICIAL COPY (Continued)

Page 5

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Conder may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs theraof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or

1813106099 Page: 6 of 13

## UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 6

administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all toxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Fronerty and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the inceptedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these anicunts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon De ault.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Dr.curnents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any logit extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or

1813106099 Page: 7 of 13

## UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 7

the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness c. any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the 19th at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Scation, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this

1813106099 Page: 8 of 13

### UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

Page 8

Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, citle insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

REAL ESTATE TAX RESERVE REQUIREMENT. Grantor agrees to establish and maintain a real estate tax reserve account in suci amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12th of the annual real estate taxes (plus a two [2] month cushion) as estimated by Lender, so as to provide sufficient funds for payment of each year's taxes one month prior to the date the taxes become delinquent. If the amount so estimated and paid shall prove to be insufficient to pay such taxes and other charges, Granto shall pay the difference on demand of Lender. All such payments shall be held in an interest-free reserve account with Lender and may be commingled with the general funds of Lender. Lender shall have the right to draw upon the reserve account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note or Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further se ture the Indebtedness, and Lender is hereby authorized to withdraw and apply such amount on the Indebtedness upon the occurrence of a default or Event of Default as described in the Note and Related Documents. Grantor acknowledges and agrees that from time to time Lender may adjust the required monthly real estate tax reserve payments to more accurately reflect the real estate taxes assessed against the real property securing the Note.

CROSS-COLLATERALIZATION/CROSS-DEFAULT. Each of the following promissory notes by Borrower to Lender shall constitute one general obligation of Borrower and shall be secured by Lender's priority security interest in and lien upon all of the collateral and by all other security interests, liens, claims and encumbrances heretofore, now or at any time or times hereafter granted by Borrower, or Grantor, to Lender: (i) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of even date herewith in the original principal amount of \$895,000.00 as the same may be amended, modified and/or restated from time to time (the "Mortgage Note One"); and (ii) that certain revolving line of credit Promissory Note executed by Borrower payable to the order of Lender dated as of even date herewith in the maximum aggregate principal amount of \$715,000.00 as the same may be amended, modified and/or restated from time to time (the "Revolving Line of Credit Mortgage Note"; together with the Mortgage Note One may hereinafter be referred to collectively as the "Notes").

Accordingly, the Notes are cross-collateralized and cross-defaulted with each other. Collateral provided on behalf of Lender pursuant to the Mortgage Note One and all Indebtedness is collateral for the Revolving Line of Credit Mortgage Note and all Indebtedness and collateral provided on behalf of Lender pursuant to the Revolving Line of Credit Mortgage Note and all Indebtedness is collateral for the Mortgage Note One and all Indebtedness. Similarly, a default by Borrower or any borrower or guarantor pursuant to any of the Notes or Indebtedness aforesaid is a default under the remaining Notes.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

1813106099 Page: 9 of 13

## UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 9

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. 1 In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if moiled, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its addless for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's

1813106099 Page: 10 of 13

### UNOFFICIAL COPY ASSIGNMENT OF RENTS

(Continued)

Page 10

interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**DEFINITIONS.** The reliciowing capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the Uniter. States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means 30 Holdings, LLC-Series IV, an Illinois limited liability company.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means SO Holdings, LLC-Series IV, an Illinois limited liability company.

Guarantor. The word "Guarantor" means any guarantor, surety or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lecder, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Evergreen Bank Group, its successors and assigns.

Note. The word "Note" means the promissory note dated May 10, 2018, in the original principal amount of \$715,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 4.750% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 0.500 percentage points over the Index, resulting in an initial rate of 5.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on May 10, 2019. In addition, Grantor will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 10, 2018, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will

1813106099 Page: 11 of 13

### UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued)

Page 11

increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be more than the maximum rate allowed by applicable law.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 10, 2018.

**GRANTOR:** 

SO HOLDINGS, LLC-SERIES IV, AN ILLINOIS LIMITED LIABILITY COMPANY

JEFFREY A. STEINBERG REVOCABLE TRUST DATED NOVEMBER 1, 2014, Manager of SO Holdings, LLC-Series IV, an Illinois limited liability company

By:

Jeffrey A. Steinberg, Trustee of Jeffrey A. Steinberg Revocable

Trust Dated November 1, 2014

ROBERT W. OLIVER REVOCABLE TRUST DATED OCTOBER 24, 2014, AS AMENDED OR RESTATED, Manager of SO Holdings, LLC-Series IV, an Illinois limited liability dompany

By:

Robert W. Oliver, Trustee of Robert W. Oliver Revocable Trust

Dated October 24, 2014, as amended or restated

1813106099 Page: 12 of 13

# UNOFFICIAL C ASSIGNMENT OF RENTS (Continued)

Page 12

•	
LIMITED LIABILITY C	OMPANY ACKNOWLEDGMENT
II.	,
STATE OF	}
(	) SS
COUNTY OF	
(	
and the Man	before me, the undersigned Notary
On this day of leftrey A Stainbar	g, Trustee of Jeffrey A. Steinberg Revocable Trust Dated
	C-Series IV, an Illinois limited liability company, and known to
	limited liability company that executed the ASSIGNMENT OF
	e the free and voluntary act and deed of the limited liability
	of organization or its operating agreement, for the uses and
	that he or she is authorized to execute this Assignment and in
fact executed the Assignment on behalf of the lin	1 -
By The Starter	Residing at Chicago /(
Notary Public in and for the State of	
	#2550AL 05AL
My commission expires	UNDA MARTINO
Z.	Notary Public, State of Illinois
	My Commission Expires 11/22/2020
	Cotto
	T
	0,
	7%

1813106099 Page: 13 of 13

### UNOFFICIAL COASSIGNMENT OF RENTS

(Continued)

Page 13

	LIMITED LIAE	BILITY COMPA	NY ACKNOWLE	DGMENT
STATE OF	[00h		) ) SS	
COUNTY OF	COV		)	
2014, as amended oknown to me to be ASSIGNMENT OF Relimited liability compuses and purposes. Assignment and in factory Public in and My commission expired.	r restated, Manager e a member or de ENTS and acknowle any, by authority of therein mentioned, act executed the Asi  Your for the State of  res	e of SO Holdings, esignated agent dged the Assignated statute, its article and on oath signment on behaviors.	Robert W. Oliver R LLC-Series IV, an III of the limited liab ment to be the free cles of organization stated that he or s alf of the limited liab  Residing at  "OFFIC	Chicago, 1C
LaserPro, Ver. 18.1	.10.007 Copr. Fii	\CFI\LPL\G14.FC	TR-7800 PR-5	8. All Rights Reserved IL