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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/15/2018 01:54 PM PG: 1 OF 11

ASSIGNMENT OF LEASES AND RENTS AND OTHER AGREEMENTS AND ACKNOWLEDGMENT BY MASTER TENANT

18000712NC
3 of 10

Dated and effective as of June 14, 2018

between

DRI/CA GIBBONS/STEGER, LLC
(as Borrower)

and

SM FINANCE II LLC
(as Lender)

Property Location: 20-28 East Jackson Boulevard
Chicago, Illinois 60604

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Arnold & Porter Kaye Scholer LLP
250 W. 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.

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ASSIGNMENT OF LEASES AND RENTS AND OTHER AGREEMENTS AND ACKNOWLEDGMENT BY MASTER TENANT

This **ASSIGNMENT OF LEASES AND RENTS AND OTHER AGREEMENTS AND ACKNOWLEDGMENT BY MASTER TENANT** (this "*Assignment*") dated and effective as of June 14, 2018, made by **DRI/CA GIBBONS/STEGER, LLC**, a Delaware limited liability company, having an address at 130 East Randolph Street, Suite 2100, Chicago, Illinois 60601 ("*Borrower*"), to **SM FINANCE II LLC**, a Delaware limited liability company, having an address at c/o Square Mile Capital Management LLC, 350 Park Avenue, 15th Floor, New York, New York 10022 (together with its successors and assigns, hereinafter referred to as "*Lender*") and is consented and agreed to by **DRI/CA GIBBONS/STEGER MASTER TENANT, LLC**, a Delaware limited liability company, having an address at 130 East Randolph Street, Suite 2100, Chicago, Illinois 60601 ("*Master Tenant*");

WITNESSETH:

WHEREAS, Borrower is the owner of a fee simple title to that certain parcel of real property (the "*Premises*") described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "*Property*");

WHEREAS, Borrower and Lender have entered into a certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "*Loan Agreement*") pursuant to which Lender has agreed to make a secured loan to Borrower in the maximum principal amount of \$4,000,000 (the "*Loan*");

WHEREAS, Borrower has executed a note in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "*Note*"), which is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (as the same may be amended, modified, consolidated, split, supplemented, replaced or otherwise modified from time to time, the "*Security Instrument*") on the Property;

WHEREAS, Borrower and Master Tenant, have entered into that certain Master Lease, dated as of May 2, 2013, as amended by that certain First Amendment to Master Lease, dated as of February 4, 2015 (as amended, modified, restated, consolidated or supplemented from time to time, the "*Master Lease*");

WHEREAS, Borrower and Master Tenant have entered into that certain Assignment of Leases and Rents dated as of the date hereof (the "*Master Tenant ALR*");

WHEREAS, it is a condition to the obligation of Lender to make the Loan to Borrower pursuant to the Loan Agreement that Borrower and Master Tenant execute and deliver this Assignment;

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WHEREAS, this Assignment is being given as additional security for the Loan; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Security Instrument, as the case may be, the terms of each of which are specifically incorporated by reference herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Debt, Borrower hereby assigns, transfers, conveys and sets over unto Lender, all right, title and interest of Borrower in and to the Master Lease Documents and all other Leases and all Rents;

TO HAVE AND TO HOLD the same unto Lender, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Borrower hereby further agrees as follows:

1. Certain Representations, Warranties and Covenants. Borrower represents, warrants and covenants to Lender that:

(a) Except to the extent expressly permitted under the Loan Documents, the payment of the Rents to accrue under the Master Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Borrower;

(b) Borrower has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Lender from exercising its rights under this Assignment;

(c) Borrower hereby authorizes and directs Master Tenant and any successor to all or any part of the interests of Master Tenant to pay directly to the Clearing Account, in accordance with the terms of the Loan Agreement, the Rents due and to become due under such the Master Lease, and such authorization and direction shall be sufficient warrant to Master Tenant to make future payments of Rents directly to the Clearing Account in accordance with the terms of the Loan Agreement without the necessity for further consent by Borrower;

(d) The Master Lease ALR and the other Master Lease Documents have been delivered to Borrower by Master Tenant and Borrower shall hold the Master Lease ALR in trust for Lender. This Agreement shall be recorded in the Office of the Cook County Recorder of Deeds to reflect the assignment of the Master Lease ALR to Lender.

2. Assignment: Deferred Exercise of Rights.

(a) As part of the consideration for the Debt, Borrower does hereby absolutely and unconditionally assign to Lender all right, title and interest of Borrower in and to all present and future Leases and Rents (including any collateral assignment of Leases and Rents granted to Borrower pursuant to the Master Lease ALR), and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for

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additional security only. It is further intended that it not be necessary for Lender to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Borrower hereby authorizes Lender or its agents to collect the Rents; provided, however, that except following the occurrence and during the continuance of an Event of Default, and subject at all times to the requirement that payments and deposits of Rents be made directly to the Clearing Account, Borrower shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to collect, receive, use and otherwise deal with, and enjoy the rights of the lessor under, the Leases.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in clause (a) above shall immediately be revoked and Lender shall have the right at its option, to exercise all rights and remedies of Lender and Borrower contained in the Loan Documents and the Master Tenant A.I.K. or otherwise available at law or in equity.

3. Rents Held in Trust by Borrower. Rents held or received by Borrower shall be held or received by Borrower as trustee for the benefit of Lender only and shall immediately be deposited directly to the Clearing Account in accordance with the terms of the Loan Agreement.

4. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the other Loan Documents. The rights of Lender under the other Loan Documents may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.

5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Lender's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Lender may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Lender may enter into, and to the extent that Borrower would have the right to do so, cancel, enforce or modify any Lease. The exercise by Lender of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

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(b) Borrower hereby acknowledges and agrees that payment of any item of Rent by a Person to Lender as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Borrower.

(c) Lender in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 13(b) hereof to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

6. Application of Rents and Proceeds. After the occurrence and during the continuance of an Event of Default, Rents received or held by Borrower or Lender shall be applied in accordance with the terms of the Loan Documents.

7. Attorney-in-Fact. Borrower hereby appoints Lender the attorney-in-fact of Borrower to, upon the occurrence and during the continuance of an Event of Default, take any action and execute any instruments that Borrower is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 8, Borrower does hereby irrevocably appoint Lender as its attorney-in-fact, with full power in the name and stead of Borrower to, upon the occurrence and during the continuance of an Event of Default, demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Lender's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of Rents. If Borrower fails to do any act as provided herein or in the Master Lease ALR, then Lender may, but shall not be obligated to, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof.

8. Termination. Lender, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full, this Assignment shall terminate, and Lender shall execute and deliver to Borrower, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Borrower.

9. Expenses. Borrower agrees to pay to Lender all out-of-pocket expenses (including reasonable, out-of-pocket expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Lender of any obligation of Borrower hereunder which Borrower has failed or refused to perform.

10. Further Assurances. Borrower agrees that, from time to time upon the written request of Lender, it will give, execute, deliver, file and/or record any financing

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statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be reasonably necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Lender to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

11. No Obligation by Lender. By virtue of this Assignment, Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Lender as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Lender (unless and until Lender or its nominee or designee takes actual possession and control of the Property to the exclusion of Borrower), nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Lender or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lender or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Subject to Section 16 hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(c) Subject to Section 16 hereof, all rights and remedies set forth in this Assignment are cumulative, and Lender may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Lender in any of the Loan Documents. Nothing

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contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents.

(d) Until the indebtedness and all other obligations secured by the Loan Documents are paid in full, Borrower will, upon request, deliver from time to time to Lender executed originals to the extent available, otherwise photocopies certified by Borrower as true, correct and complete, of executed originals, of any and all existing Leases to which Borrower is a party, and executed originals, or photocopies of executed originals, so certified by Borrower, if an executed original is not available, of all other and future Leases to which Borrower is a party, and upon request of Lender, will specifically transfer and assign to Lender such other and future Leases upon the same terms and conditions as herein contained.

(e) Borrower represents that it: (i) has been advised that Lender engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Borrower or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Lender or any parent, subsidiary or affiliate of Lender.

13. No Oral Change. This Assignment may not be amended except by an instrument in writing signed by Borrower and Lender.

14. Successors and Assigns. Borrower may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Borrower and Lender and their respective successors and assigns.

15. Notices. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

16. Exculpation. It is expressly agreed that recourse against Borrower for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in Section 10.1 of the Loan Agreement.

17. Waiver of Jury Trial. **EACH OF BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BORROWER AND LENDER IS**

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HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

18. Master Tenant Acknowledgment. Master Tenant hereby acknowledges and agrees that all of Borrower's right, title and interest under the Master Lease ALR have been absolutely and unconditionally assigned to Lender pursuant to this Assignment and, as such, Lender shall be afforded all rights and remedies granted to Lender herein, including the right to appoint an attorney-in-fact for Borrower as provided for in Section 8 hereof. Master Tenant covenants and agrees that in no event shall Master Tenant or any Affiliate thereof interfere or take any action in an attempt to interfere with such rights and remedies of Lender hereunder.

[NO FURTHER TEXT ON THIS PAGE]

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EXHIBIT A

Legal Description

Parcel 1:

Lot 2 and 3 in Assessor's Division of Lot 9 in Block 6 in Fractional Section 15 Addition to Chicago in fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 4 in Assessor's Division of Lot 9 in Block 6 in Fractional Section 15 Addition to Chicago in fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, except that part of Lot 4 described as follows: commencing at the northwest corner of Lot 1; thence south along the common line between Lots 1 and 4, 19 feet to the point of beginning; thence west 14.5 feet, more or less to a line equidistant between the east and west lines of the south portion of said Lot 4; thence south 6.05 feet, more or less, to the north line of Lot 2 extended west; thence east 14.98 feet, more or less, to the common line between Lots 1 and 4; thence north along the common line between Lots 1 and 4, 6.05 feet to a point of beginning, all in Cook County, Illinois.

Parcel 3:

Lots 5 and 6 in Assessor's Division of Lot 9 in Block 6 in Fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Easement in favor of Parcel 1 as created by deed from Thomas B. Bryan and his wife to William Bross dated February 10, 1855 and recorded February 17, 1855 as Document 56903, over a strip of ground 6 feet in width south of and adjoining the east 10 feet of the north 19 feet of Lot 4 running west from the west line of Lot 1 in Assessor's Division, aforesaid, to the east line of a private alley, also, perpetual right of way over said private alley being a strip of ground about 10.80 feet running from the south line of the north 19 feet of lot 4 to the north line of Lot 2 extended westerly.

PINS:

17-15-104-018

17-15-104-020

17-15-104-021

17-15-104-024

17-15-104-025

Ex. A - 1