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Chicago Title

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Vincent Tessitore
Lindell & Tessitore P.C.
1755 Park Street, Suite 200
Naperville, Illinois 60542

Doc#: 1825642002 Fee: \$66.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/13/2018 10:21 AM Pg: 1 of 10

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (Assignment) is made September 10, 2018, by Lenny's Gas N Wash Sault Village, LLC, an Illinois limited liability company (Assignor), to Midland States Bank (Assignee).

WITNESSETH:

WHEREAS, that certain loan (the "Loan") is being made by Assignee to Borrower pursuant to that certain Construction Loan Agreement dated even date herewith between Borrower and Assignee (the "Loan Agreement"), the provisions of which are incorporated herein by reference and made a part hereof, Borrower is justly indebted to Assignee in the principal sum of up to EIGHT MILLION FOUR HUNDRED TWENTY-FOUR THOUSAND AND 000/100 DOLLARS (\$8,424,000.00) as evidenced by that certain Promissory Note (the "Note") executed on behalf of Borrower, and bearing interest (the rate of which may change from time to time in accordance with the Note) and repayable upon the terms set forth in the Note, and which shall be due and payable in full on September 8, 2024 in accordance with the terms of the Note and Loan Agreement (the "Maturity Date"), whereby Borrower promises to pay the aforesaid principal sum, or so much thereof as shall from time to time be disbursed to or for the benefit of Borrower pursuant to the Loan Agreement.

WHEREAS, to secure the payment of the Note and other indebtedness of Borrower to Assignee, Borrower has executed a First Mortgage, Security Agreement, Financing Statement And Assignment of Rents And Leases (the "Mortgage") of even date herewith conveying to Assignee a security interest in the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

NOW, THEREFORE, in order to further secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Assignment, the Mortgage, the Note, the Loan Agreement, any and all other mortgages, security agreements, assignment of leases and rents, guaranties, indemnity agreements, letters of credit and any other documents and instruments now or hereafter executed by Borrower or any other person or entity, to evidence, secure, or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of the Note and any such other documents and instruments (this Assignment, the Note, the Mortgage, such other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, are referred to herein collectively as the "Loan Documents" and each individually as a "Loan Document;" and all indebtedness

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and liabilities secured hereby are referred to herein as "Borrower's Liabilities"), Borrower does hereby assign to Assignee, all of the right, title and interest of Borrower in:

(A) all of the rents which are due or may hereafter become due pursuant to any of the Leases (as hereinafter defined) and any other payments in addition to rent made by or due from any and all tenants, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments, together with any and all rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Premises are collectively referred to herein as the "Rents");

(B) All oral and written leases and/or subleases and license agreements with, or other agreements for use or occupancy made by, any person or entity, and any and all amendments, extensions, renewals, modifications and replacements thereof, pertaining to all or any part of the Premises, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases"), including, without limitation (i) all guarantees of any tenant obligations under any of the Leases (collectively, "Lease Guarantees"), and (ii) all rights, powers, privileges, options and other benefits (collectively, "Rights") of Borrower under the Leases, including, without limitation: (a) the immediate and continuing right to receive and collect all Rents, (b) the right to make all waivers and agreements, including any waivers pertaining to the obligations of tenants, (c) the right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a tenant to the Mortgage, (d) the right to take such action upon the happening of a default under any of the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law, (e) the right to do any and all other things whatsoever which Borrower is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter Leases, (f) the right to exercise any option required or permitted under any of the Leases, and (g) the right to exercise any of the powers, privileges and other benefits of Borrower under any and all Lease Guarantees (the Rents, Leases, Lease Guarantees, and Rights being sometimes collectively referred to as the "Collateral"), all on and subject to the following described terms and conditions:

1. **Authority Granted to Assignee.** Borrower hereby authorizes Assignee, following the occurrence of an Event of Default (as hereinafter defined) to (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its reasonable discretion or in the reasonable discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, Rents, issues and profits of the Premises including actions for recovery of Rent, actions in forcible detainer and actions in distress for Rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Borrower to cancel same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases in any manner that materially reduces the tenant's obligations thereunder and make new Leases except as expressly provided hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure

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and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, (vii) receive all avails, Rents, issues and profits, and (viii) do any and all other things with respect to the Premises and the Collateral which an absolute owner or landlord has the right to do.

2. **Present Assignment.** This Assignment constitutes a present assignment of the Rents, Leases and other Collateral. Notwithstanding such present assignment, Borrower may collect the Rents, enjoy all of the benefits and privileges of the Leases, manage the Premises and do all of the things that Assignee is hereby empowered to do in Section 1 hereof, in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default has not occurred, and except as hereinafter specified. If Borrower shall receive on account of any claim, demand, action, suit or proceeding, including, without limitation, any claim, contested matter or adversary proceeding under the Bankruptcy Code (as defined in the Loan Agreement), any sums relating to the breach or rejection of any of the Leases by any tenant thereunder, or trustee of any such tenant under the Bankruptcy Code, including, without limitation, all damages arising out of such breach or rejection, all rights to charges payable by such tenant or trustee in respect of the premises demised under such Leases following the entry of an order for relief under the Bankruptcy Code in respect of such tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, such funds shall be dealt with in the manner specified in paragraph 5 hereof.

3. **Cancellation Payments.** Any cancellation penalties or other consideration paid to the Borrower where the settlement is or greater per Lease as the result of any tenant vacating all or any portion of the Premises before the expiration date of any Lease shall be deposited into an interest bearing account with an escrow agent acceptable to Assignee. Escrowed funds plus accrued interest shall be released to the Borrower upon the earlier to occur of (a) presentation to Assignee and escrow agent of evidence of the expenditure by Borrower of sums for tenant improvements, leasing commissions and other lease-related expenditures or (b) leasing of any space at the Premises to a tenant reasonably acceptable to Assignee who is in occupancy, open for business and paying rent as evidenced by a reasonably acceptable estoppel certificate, completion of all tenant improvements, and approval by Assignee of all Lease terms and conditions if such lease is required to be approved pursuant to the Terms of the Loan Agreement. In the event a portion of the Premises is leased and fulfills the above conditions, the amount of funds released shall be the actual cost of retenanting the space including leasing commissions and tenant improvements, and the balance shall be released to Borrower at such times as Borrower leases additional space at the Premises and satisfies the foregoing conditions to release of escrowed funds. If the entire vacated premises for which funds have been escrowed is relet any remaining escrowed funds shall be disbursed to Borrower. Any accrued interest will only be released with the final disbursement. Borrower shall have the right to post an unconditional letter of credit from an institution reasonably acceptable to Assignee in the amount of the cancellation penalty or other consideration received in lieu of cash and for a term which is acceptable to Assignee.

4. **Power Coupled with Interest.** This Assignment confers upon Assignee a power coupled with an interest and cannot be revoked by Borrower.

5. **Borrower Warranties.** Borrower represents, covenants and warrants as follows: (i) as of the date hereof, the only Leases in force are those of which certified copies have been delivered from Borrower to Lender which such leases are dated the following dates for the following tenants: (1) lease dated September 7, 2018 with Thomas Mammen, for the retail sale of Dunkin Donuts food and beverages; and (2) lease dated September 5, 2018 with Tried Enterprises, Inc., for the retail sale of Pop's Italian Beef and Brown's Chicken food and beverages; (ii) Borrower has full right to assign the Collateral, and (iii) there has been no previous assignment (which has not been released) and, without Assignee's prior written consent, Borrower will permit no future assignment (as collateral or otherwise) of

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the landlord's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Documents).

6. **Leases.** Borrower shall act promptly to attempt to enforce all available remedies against any delinquent tenant so as to protect the interest of the landlord under the Leases and to preserve the value of the Premises. Borrower shall comply with and perform in a complete and timely manner all of its material obligations as landlord under all Leases. Borrower shall give notice to Assignee of any material default by the landlord under any Lease affecting the Premises, or of any written claim thereof by a tenant under any such Lease, promptly upon the occurrence of such default, or receipt of such notice, as the case may be. Borrower shall furnish promptly to Assignee (i) original or certified copies of all such Leases now existing or hereafter created, as amended, and (ii) a current rent roll in form reasonably satisfactory to Assignee certified by Borrower. Assignee shall have the right to notify at any time following an Event of Default any tenant of the Premises of any provision of this Assignment. The assignment contained in clause (B) of the granting paragraph of this Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of the landlord or Borrower provided in any Lease, including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Assignment. Borrower hereby acknowledges and agrees that Borrower is and will remain liable under such Leases to the same extent as though the assignment contained in clause (B) of said granting paragraph had not been made. Assignee disclaims any assumption of the obligations imposed upon the landlord or Borrower under the Leases, except as to such obligations which arise after such time as Assignee shall have exercised the rights and privileges conferred upon it by the assignment contained in clause (B) of said granting paragraph. Borrower shall not permit any Leases to be made of the Premises without the prior written consent of Assignee, except that Assignee hereby approves the Leases described in Paragraph 5 above for the Two Tenants (as defined in the Loan Agreement). Following approval of a Lease by Assignee, Borrower shall not modify the approved Lease in any material respect without Assignee's prior written consent. Borrower shall not permit any Lease affecting the Premises to be modified, renewed or extended (except pursuant to options in Leases previously approved by Assignee) in any material respect without Assignee's prior written consent, not to be unreasonably withheld, delayed or conditioned, unless Assignee's consent would not be required if the modification, renewal or extension pertained to a new Lease. In the event of the enforcement by Assignee of the remedies provided for by law or by this Assignment, the tenant under each Lease of all or any part of the Premises made after the date of recording this Assignment shall, at the option of the Assignee, attorn to any person succeeding to the interest of Borrower, as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof, provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance (other than those made strictly in accordance with the specific provisions of the relevant lease) or any amendment or modification to any Lease made without the prior consent of Assignee or said successor in interest (to the extent that the consent of Assignee was required hereunder). Each tenant, upon request by Assignee or any such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment, and Borrower shall use good faith efforts to cause each such Lease to contain a covenant on the tenant's part evidencing its agreement to such attornment, which obligation shall be conditioned on Assignee agreeing to similarly attorn to said tenant and not disturb said tenant's possession so long as there is no default by the tenant under said Lease. At the option of Assignee, this Assignment shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all Leases of all or any part of the Premises upon the execution by Assignee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Land is situated, of a unilateral declaration to that effect.

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7. **Management of Premises.** Borrower shall cause the Premises to be managed at all times in accordance with sound business practices by Borrower or by a competent and reputable managing agent acceptable to Assignee pursuant to a management agreement approved by Assignee in writing in advance of execution thereof by Borrower, or anyone acting on Borrower's behalf. Borrower shall not permit the existing or any subsequent leasing/management agreement to be terminated (except as provided therein after notice to Assignee), modified or amended in any material respect, or extended, without Assignee's prior written consent which will not be unreasonably withheld, delayed or conditioned, provided, however, that it shall not be deemed unreasonable if Assignee requires as a condition to giving such consent that the proposed property manager fully subordinate to the lien of this Assignment, any lien for past, present or prospective services to which said property manager might otherwise be entitled by reason of Section 1 of the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*). Each leasing/management agreement shall be expressly subordinate and subject in all respects to the lien of this Assignment and the rights of Assignee hereunder.
8. **Books and Records; Financial Statements.** Borrower shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Premises.
9. **Further Assurances.** Borrower shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall reasonably determine are necessary to effectuate the terms and provisions of this Assignment.
10. **Assignee to be Creditor of Tenants.** If an Event of Default has occurred, Assignee shall be deemed to be the creditor of each tenant under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such tenant (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Funds hereunder.
11. **Remedies Upon Event of Default.** Upon or at any time after (i) the occurrence of any Event of Default under, and as defined in the Loan Agreement, the Note, or the Mortgage, or any other Loan Document, or (ii) a failure by Borrower to cure a default by Borrower under this Assignment within thirty (30) days after Assignee gives Borrower written notice thereof, or within an additional period, not to exceed an additional thirty (30) days, if such default is of the kind or nature that (in Assignee's judgment) it is curable, but is not capable of being cured within thirty (30) days, provided, that Borrower promptly commences such cure after such notice and diligently proceeds such cure thereafter (any of such events being herein referred to as an "Event of Default"), and upon demand of Assignee, Borrower shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Borrower or the then manager of the Premises relating thereto, and may exclude Borrower and its respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Borrower, or in its own name as Assignee exercise any or all of the powers herein granted to Assignee. Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such default. In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Borrower such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

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12. **Nature of Remedies.** No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof the remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Documents. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Borrower or the Premises at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

13. **Application of Rents.** Following the occurrence of an Event of Default, Assignee may apply the Rents which it is entitled to receive under this Assignment, after payment of certain expenses and capital expenditures relating to the Premises, on account of Borrower's Liabilities in such order and manner as Assignee may elect. Without limitation of the foregoing, the expenses and capital expenditures relating to the Premises may include taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

14. **Limitation of Assignee's Obligations.** Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Section 13 hereof. Except in the event of Assignee's gross negligence or willful misconduct, Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any loss sustained by Borrower resulting from Assignee's failure to let the Premises, or any portion thereof, or for any claim for damages or set-offs arising out of Assignee's management of the Premises. Assignee shall not be liable to any tenant for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the landlord or such tenant. Except in the event Assignee takes fee simple title to the Premises, Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the landlord under any of the Leases, nor shall Assignee be responsible for any act committed by the landlord, or any breach or failure to perform by the landlord with respect to any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Premises or any part thereof.

15. **Reimbursement.** Borrower shall reimburse Assignee for and indemnify Assignee against all reasonable expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due to Assignee under this Section 15 shall be due and payable within ten (10) days after demand therefor, shall be added to Borrower's Liabilities, shall bear interest after demand by Assignee upon Borrower at the Default Rate (as defined in the Note) and shall be secured by this Assignment and the other Loan Documents.

16. **Authorization to Tenants.** Each present and future tenant under any of the Leases is hereby authorized and directed to pay the Rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such Event of Default has occurred or whether Assignee is rightfully entitled to such Rent. Following

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receipt of any such demand, no tenant shall be given credit for any Rent paid other than to Assignee thereafter until Assignee instructs such tenant otherwise in writing.

17. **Modification of Loan Terms.** If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Borrower and any other parties now or hereafter liable therefor or interested in the Premises shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee, subject to any limitation on the right of recourse set forth in the Note and the other Loan Documents.

18. **Successors and Assigns.** This Assignment shall, subject to all of the terms hereof, inure to the benefit of Assignee and be binding upon Borrower, the heirs, legal representatives, successors and assigns of Borrower and all persons and entities (including owners and Tenants) which may hereafter have any interest in the Premises.

19. **No Merger.** Notwithstanding the conveyance or transfer of title to any or all of the Premises to any tenant under any of the Leases, the tenant's leasehold estate under such Lease shall not merge into the fee estate and the tenant shall remain obligated under such Lease as assigned by this Assignment.

20. **Notices.** Except as otherwise provided herein, any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) Business Days after mailing (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service or (d) if by telecopier on the day of transmission if before 3:00 p.m. (Chicago time) on a Business Day so long as copy is sent on the same day by overnight courier as set forth below:

If to Assignor: Lenny's Gas N Wash Sauk Village, L.L.C.
Attention: Mr. Leonard McEnery
17112 Pointe Drive
Orland Park, IL 60467
Facsimile: 815-469-6170

With a copy to: Mr. Lyman Tieman, Esq.
12417 Tahoe Lane
Mokena, IL 60448
Facsimile: 815-717-6352

If to the Assignee: Midland States Bank
310 Schulyer Avenue
Kankakee, IL 60901
Attn: Mr. R. Scott Snavely
Facsimile: 815-933-6245

with copies to: Lindell & Tessitore P.C.
Attention: Vincent Tessitore

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1755 Park Street, Suite 200
Naperville, IL 60563
Facsimile: (630) 701-1169

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Any notice or demand delivered to the person or entity named above to accept notices and demands for such party shall constitute notice or demand duly delivered to such party, even if delivery is refused.

21. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

22. **Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment or in any other Loan Document shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Document (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

23. **Changes.** Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Borrower and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

24. **Governing Law.** This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

25. **Venue of Dispute Resolution; Submission to Jurisdiction.** All disputes among the parties hereto, whether sounding in contract, tort, equity or otherwise, shall be resolved only by state and federal courts located in Cook County, Illinois, and the courts to which an appeal therefrom may be taken; provided, however, that Assignee shall have the right, to the extent permitted by applicable law, to proceed against Borrower or its property in any location selected by Assignee to enable Assignee to realize on such property, or to enforce a judgment or other court order in favor of Assignee. Borrower waives any objection that it may have to the location of the court in which Assignee has commenced a proceeding in accordance with the foregoing including, without limitation, any objection to the laying of venue or based on *forum non conveniens*.

26. **Release.** Upon payment in full of all obligations of Borrower under the Loan Agreement (other than pursuant to a foreclosure sale), Lender shall, without cost to Borrower, execute and deliver to Borrower a release of Lender's rights under this Assignment.

27. **Waiver of Jury Trial.** BORROWER AND ASSIGNEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATIONSHIP BETWEEN ASSIGNEE AND BORROWER. THIS PROVISION IS A

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EXHIBIT A
(LEGAL DESCRIPTION)

LOT 1 IN TRANSDEVELOPMENT, A SUBDIVISION OF PARTS OF SECTIONS 23 AND 26,
TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE
27, 1994 AS DOCUMENT NUMBER 94561908, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 32-26-402-011-0000

Property Address: Northwest corner of Sauk Trail and Route 394, Sauk Village, Cook County, IL 60411

Property of Cook County Clerk's Office