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EXHIBIT "D"

Form of Assignment

**This Document Prepared by
And When Recorded Return
To:**

Joseph D. Palmisano
Palmisano & Moltz
19 S. LaSalle Street, Suite 900
Chicago, Illinois 60603



1901045058

Doc# 1901045058 Fee \$52.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2019 03:18 PM PG: 1 OF 8

For Recorder's Use Only

ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS (the "Assignment") is entered into by and between CONTINUUM CAPITAL FUNDING II, LLC, ("Assignor"), and NORTH CENTER LOAN ACQUISITION LLC, an Illinois limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings assigned thereto in the Loan Sale Agreement (as defined below).

RECITALS

WHEREAS, Assignor has extended financing (the "Loan") to 1952 Lawrence Avenue, LLC (hereinafter referred to collectively as the "Borrower");

WHEREAS, Borrower is the owner of certain real property located in Chicago, Illinois, which property is more accurately described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Assignor and Assignee entered into that certain Loan Purchase and Sale Agreement dated as of January 10, 2019 (the "Loan Purchase and Sale Agreement"), pursuant to which Assignor agreed to sell to Assignee of its all right, title and interest in, to and under those certain Loan Documents, Assets and Asset Documents, pursuant to the terms and conditions set forth in the Loan Purchase and Sale Agreement; and

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment to effect the assignment of the Loan Documents, Assets and Asset Documents from Assignor to Assignee pursuant to the terms and conditions hereof.

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NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, and intending to be legally bound, Assignor does hereby agree, represent, warrant and certify as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers, and delegates to Assignee and Assignee's successors and assigns, without recourse, representation or warranty, except as expressly set forth in the Loan Sale Agreement and/or this Assignment, and Assignee hereby accepts, all of Assignor's rights, title, and interest in, to and under the loan documents listed on Schedule 1 attached hereto and incorporated herein by this reference (such documents, the "Loan Documents"), together with all indebtedness thereby evidenced or secured and all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising therefrom.

2. Payments. Assignor agrees that it shall remit any payments received by Assignor after the Closing Date (as that term is defined in the Loan Purchase and Sale Agreement) from Borrower under the Loan Documents to Assignee for further credit against the amounts due and payable under the Loan and Promissory Notes.

3. Rights of Lender. Assignor hereby appoints Assignee as Assignor's attorney-in-fact, which appointment is coupled with an interest and is thereby irrevocable, to do any act which Assignor is entitled to do under the Loan Documents, to exercise all rights of Assignor under the Loan Documents and to do all things deemed necessary by Assignee to perfect its security interest in the Loan Documents and preserve, collect, enforce and protect the Loan Documents, including, but not limited to, transferring title into the name of Assignee or its nominee, or receipting for, settling, or otherwise realizing upon the Loan Documents. Assignee may, in its discretion, endorse the Promissory Notes in its name or as Assignor's agent, and contact Borrower directly to verify, receive or collect sums due under the Loan Documents. The foregoing rights and powers of Assignee shall be in addition to, and not a limitation upon, any rights, remedies and powers of Assignee given herein or by law, custom or otherwise.

4. General.

(a) Parties Bound. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns.

(b) Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance, but without regard to any conflicts of law provision thereof. Each party agrees that any suit, action or proceeding brought by such party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought solely in any state or federal courts located in the State of Illinois, Cook County, and, to the fullest extent permitted by law, each party irrevocably waives and consents to the nonexclusive personal jurisdiction and venue of each such court. **EACH**

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PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY JUDICIAL ACTION

(c) Further Assurances. Each party hereto agrees that it shall, at anytime and from time to time, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably required in order to obtain the full benefits of this Assignment and the rights and powers herein granted.

(d) Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or (b) by delivering same by a commercial expedited delivery service to the intended addressee. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective upon delivery to the office of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth in the Loan Purchase and Sale Agreement; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

(e) Modification. This Assignment shall not be amended in any way except by a written agreement signed by the parties hereto.

(f) Severability. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof.

(g) Entire Agreement. This Assignment constitutes the entire agreement of Assignor and Assignee with respect to the assignment of the Loan Documents and supersedes and prior written or oral communications between Assignor and Assignee.

(h) Counterparts; Delivery by Fax or Email. This Assignment may be executed in two or more counterparts, each of which will be an original, but all of which will constitute but one and the same instrument. Delivery of an executed counterpart of this Assignment by fax or email will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Assignment by fax or email will also deliver an originally executed counterpart of this Assignment, but the failure of any party to deliver an originally executed counterpart of this Assignment or such other document will not affect the validity or effectiveness of this Assignment.

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EXECUTED as of the date first above written.

ASSIGNOR:

CONTINUUM CAPITAL FUNDING II, LLC

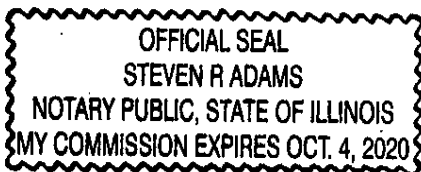
By: [Signature]

Name: Brian Lignelli

Title: Manager, Continuum Capital Funding LLC, the
Manager of Continuum Capital Funding II LLC

STATE OF Illinois)
) ss:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 10th day of January 2018 by Brian Lignelli, Manager of CONTINUUM CAPITAL FUNDING II, LLC. He/she is personally known to me or has produced _____ as identification. 9 (SA)



Steven R Adams
NOTARY PUBLIC, STATE OF Illinois

Steven R Adams
(Print, Type or Stamp Commissioned Name of
Notary Public)

DATED this 10th day of January 2018 9 (SA)

UNOFFICIAL COPY**ASSIGNEE:****NORTH CENTER LOAN ACQUISITION LLC**

By: JAB REAL ESTATE OPPORTUNITY FUND VI, L.P.,
a Delaware limited partnership

Its: Manager

By: JAB REAL ESTATE OPPORTUNITY PARTNERS VI, LLC,
a Delaware limited liability company

Its: General Partner

BY: _____

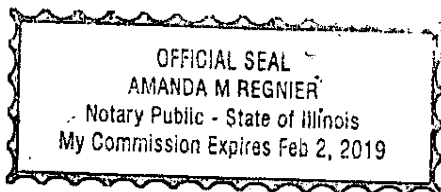
Francis S. Campise, Manager

BY: _____

James D. Jann, Manager

STATE OF Illinois)
) ss:
COUNTY OF Cook)

Sworn to and subscribed before me this 12th day of Jan., 2019, by Francis S. Campise and James D. Jann, as Managers of JAB Real Estate Opportunity Partners VI, LLC, the General Partner of JAB Real Estate Opportunity Fund VI, L.P., the Manager of NORTH CENTER LOAN ACQUISITION LLC, who are personally known to me or who has produced D.L. (types of identification) as identification.



NOTARY PUBLIC, STATE OF
ILLINOIS
Amanda M. Regnier
(Print, Type or Stamp Commissioned Name of
Notary Public)

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EXHIBIT "A"

Legal Description of the "Real Estate"

LOT 16 AND THAT PART OF LOT 17 LYING EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 17 WHICH IS 16.59 FEET EAST OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE NORTH LINE OF SAID LOT 17, WHICH IS 16.51 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN BLOCK 4 IN NORTH RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO AND NORTHWEST RAILWAY RIGHT OF WAY), ACCORDING TO THE PLAT RECORDED SEPTEMBER 10, 1906 AS DOCUMENT 3921635, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1952 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS 60640

P. I. N. 14-07-419-028-0000

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SCHEDULE 1

The Loan Documents

1. Revolving Line of Credit Promissory Note dated December 4, 2017 and executed by 1952 Lawrence Avenue LLC (the "Borrower") in favor of Continuum Capital Funding II, LLC ("Seller") in the original principal amount of Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00).
2. Revolving Line of Credit Mortgage, Security Agreement, Assignment of Leases and Rents and UCC Fixture Filing dated December 4, 2017 in favor of Seller, which was recorded with the Cook County Recorder of Deeds on January 3, 2018 as Document Number 1800301264, which encumbers the property commonly known as 1952 W. Lawrence Avenue, Chicago, Illinois 60640.
3. Borrower's and Guarantor's Estoppel Affidavit
4. Business Loan Affidavit
5. Business Loan Agreement
6. Compliance Agreement
7. Corporate Documents of Borrower
8. Cost Accounts Authorization Agreement
9. Environmental Indemnity Agreement
10. Exit Strategy
11. Guaranty
12. Investment Affidavit
13. Insurance Authorization
14. Insurance Estoppel Affidavit
15. Survey
16. Lender's Policy of Title Insurance
17. Borrowers Affidavit and Agreement to Indemnify

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18. Name Affidavit

COOK COUNTY
RECORDER OF DEEDS

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