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EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2019 11:13 AM PG: 1 OF 16

PREPARED BY AND UPON
RECORDATION RETURN TO:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071-3197
Attention: Drew C. Flowers, Esq.

CC# 1803576 ALORR (2)

W-SF GOLDFINGER OWNER VIII, L.L.C., as assignor
(Borrower)

to

OTERA CAPITAL INVESTMENTS XV INC., as assignee
(Lender)

ASSIGNMENT
OF LEASES AND RENTS

Dated: February 21, 2019

Location: 167 N. Green Street, Chicago, Illinois

County: Cook County

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THIS ASSIGNMENT OF LEASES AND RENTS (this “Assignment”) made as of the 21st day of February, 2019, by **W-SF GOLDFINGER OWNER VIII, L.L.C.**, a Delaware limited liability company, having an address at c/o Walton Street Capital, L.L.C., 900 N. Michigan Avenue, Suite 1900, Chicago, Illinois 60611 (together with its permitted successors and permitted assigns, “Borrower”), to **OTERA CAPITAL INVESTMENTS XV INC.**, a Quebec corporation, c/o Otera Capital Inc., 55 University Avenue, Suite 1701, Toronto, Ontario M5J 2H7, as assignee (together with its successors and assigns, “Lender”).

RECITALS:

WHEREAS, this Assignment is given in connection with a loan in the maximum aggregate principal sum of up to ONE HUNDRED NINETY-SIX MILLION ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED NINETEEN AND NO/100 DOLLARS (\$196,160,419.00) (the “Loan”) made by Lender to Borrower pursuant to that certain Loan Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”) dated as of the date hereof between Lender and Borrower, and evidenced by that certain Promissory Note Secured by Mortgage (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Note”) dated as of the date hereof made by Borrower to Lender. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement;

WHEREAS, the Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Mortgage”) dated as of the date hereof made by Borrower to Lender; and

WHEREAS, Borrower desires to further secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its Other Obligations (as defined in the Mortgage) under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE I

ASSIGNMENT

Section 1.1. Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower, to the maximum extent assignable under applicable law and subject to the terms hereof:

(a) Leases. All existing and future leases affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and

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improvements now or hereafter located thereon (collectively, the “**Property**”) and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases, subleases and other agreements, whether or not in writing, pursuant to which any Person is granted a possessory interest in or right to use or occupy the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the “**Bankruptcy Code**”) together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Section 1.1(a) and the leases and other agreements described in this Section 1.1(b), together with all other present and future leases and present and future agreements pursuant to which any Person is granted a possessory interest in, or right to use or occupy the Property or any portion thereof and any extension or renewal of the same are collectively referred to as the “**Leases**”.

(c) Rents. All rents, additional rents, early termination fees or payments or other termination fees or payments, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a “**Lease Guarantor**”, collectively, the “**Lease Guarantors**”) to Borrower (individually, a “**Lease Guaranty**”, collectively, the “**Lease Guaranties**”).

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation, during the continuance of an Event of Default, the immediate and continuing right to make claim for, receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and during the existence of an Event of Default, to apply the same to the payment of the Debt or the Other Obligations (each as defined in the Mortgage)), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

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(h) Entry. The right, subject to the provisions of the Loan Agreement, at Lender's option, upon revocation of the license granted herein, during the existence of an Event of Default, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment.

(j) Other Rights and Agreements. Subject to Section 10.18 of the Loan Agreement, any and all other rights of Borrower in and to the items set forth in Sections (a) through (j) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

Section 1.2. Consideration. This Assignment is made in consideration of the making of the Loan from Lender to Borrower.

Section 1.3. Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become null and void and shall be of no further force and effect.

ARTICLE II

TERMS OF ASSIGNMENT

Section 2.1. Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums in accordance with the Loan Agreement.

Section 2.2. Notice to Lessees. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Mortgage and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

Section 2.3. Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Mortgage as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

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ARTICLE III

REMEDIES

Section 3.1. Remedies of Lender. Upon or at any time after the occurrence and continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, during the existence of an Event of Default, without waiving such Event of Default, without notice (except as required by law or the Loan Documents) without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding (subject in all events to any conflicting terms of the Loan Agreement): (a) all out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all out-of-pocket costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in accordance with the Loan Documents in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either (i) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (ii) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Mortgage, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the

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rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and during the existence of an Event of Default, to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives (to the extent permitted by applicable law) any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrower under this Assignment, the Note, the Mortgage, the other Loan Documents or otherwise with respect to the Loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or during the continuance of an Event of Default to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Mortgage, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3. Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4. Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any Default or Event of Default by Borrower under the Note, the Mortgage, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5. Bankruptcy. Upon or at any time after the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code. If

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there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

NO LIABILITY, FURTHER ASSURANCES

Section 4.1. No Liability of Lender. Except as provided in clause (ii) of Section 3.5(b) above and only if Lender ultimately exercises the right afforded to it in clause (ii) of Section 3.5(b), this assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender (it being understood, however, that no tenant is a third party beneficiary of this Agreement). Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, (a) any and all third party claims, liability, actual loss or actual damage which is incurred by Lender under the Leases, any Lease Guaranties or under or by reason of this Assignment arising from events occurring prior to such time as Lender, or any agent or nominee of Lender, takes title to the Property, except to the extent the same arise out of Lender's or its agents' fraud, gross negligence, bad faith or willful misconduct, and (b) any and all third-party claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of this Assignment or any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties arising from events occurring prior to such time as Lender, or any agent or nominee of Lender, takes title to the Property, except to the extent the same arise out of Lender's or its agents' fraud, gross negligence, bad faith or willful misconduct. Should Lender incur any such liability, the amount thereof, including out-of-pocket costs, expenses and reasonable attorneys' fees shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrower shall reimburse Lender therefor immediately within ten (10) Business Days of written demand therefor and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender,

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nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, except if caused by the gross negligence or willful misconduct of Lender.

Section 4.2. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a “mortgagee in possession” in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower (to the extent permitted by applicable law), except for such liability due to Lender’s or its agents’ gross negligence or willful misconduct.

Section 4.7. Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably deem necessary for the conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or reasonably necessary for carrying out the intention or facilitating the performance of the terms of this Assignment or required for filing, registering or recording this Assignment and, within five (5) days of demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, necessary to evidence, perfect or confirm or establish the priority of the lien and security interest hereof in and upon the Leases.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word “Borrower” shall mean “Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein,” the word “Lender” shall mean “Lender and any subsequent holder of the Note,” the word “Note”

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shall mean “the Note and any other evidence of indebtedness secured by the Mortgage,” the word “person” shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word “Property” shall include any portion of the Property and any interest therein, the phrases “attorneys’ fees” and “counsel fees” shall include any and all reasonable attorneys’, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents during the existence of an Event of Default and, after an Event of Default, enforcing its rights hereunder, and the words “Debt” and “Other Obligations” shall have the meaning set forth in the Mortgage; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4. Exculpation. The provisions of Section 10.1.1 of the Loan Agreement are hereby incorporated by reference in this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.5. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.6. Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 5.7. Intentionally Omitted.

Section 5.8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever, as set forth in the Loan Agreement. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents in accordance with the terms and conditions of the Loan Agreement. Any assignee or transferee of Lender in accordance with the Loan Agreement shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender or as otherwise expressly permitted in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 5.9. Governing Law; Jurisdiction; Service of Process. **(a) THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT**

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THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE ILLINOIS CHOICE OF LAW RULES OTHER THAN THE MANDATORY CHOICE OF LAW RULES OF THE ILLINOIS UNIFORM COMMERCIAL CODE). TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL DISTRICT COURT OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE RAISED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:

COGENCY GLOBAL INC.
10 E. 40TH STREET, 10TH FLOOR
NEW YORK, NY 10016

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED IN THE LOAN AGREEMENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS

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AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST BORROWER IN ANY OTHER JURISDICTION.

SECTION 5.10. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH 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 THE LOAN DOCUMENTS, 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 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 PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 5.11. Notices. All notices required or permitted hereunder shall be given as provided in Section 11.6 of the Loan Agreement.

Section 5.12. Liability. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.13. Headings, etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.15. Sole Discretion of Lender. Wherever pursuant to this Assignment (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

Section 5.16. Costs and Expenses of Borrower. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender incurred by outside law firms.

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Section 5.17. Time of the Essence. Time is of the essence with respect to each obligation to be performed under this Assignment.

Section 5.18. Savings Clause. In no event shall this Assignment secure any obligations or indebtedness other than the obligations and indebtedness secured by the Mortgage.

Section 5.19. Illinois Mortgage Foreclosure Law. In the event that any provision in this Assignment is inconsistent with any provision of Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; as amended or recodified from time to time, the "Act"), the provisions of the Act will take precedence over the provisions of this Assignment, but will not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with the Act.

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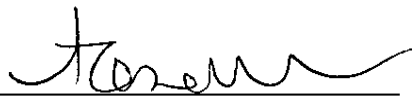
ACKNOWLEDGEMENT

STATE OF ILLINOIS :

:SS

COUNTY OF COOK

On the 22 day of January, 2019 before me, the undersigned, personally appeared Andrew J. Flock, the Vice President of WSC Managers VIII, Inc., a Delaware corporation, the General Partner of WSC Managers VIII, L.P., a Delaware limited partnership, the General Partner of W Goldfinger Investors VIII, L.P., a Delaware limited partnership, the Authorized Member of W-SF Goldfinger Holdings VIII, L.L.C., a Delaware limited liability company, the Managing Member of W-SF Goldfinger REIT VIII, L.L.C., a Delaware limited liability company, the Sole Member of W-SF Goldfinger Owner VIII, L.L.C., a Delaware limited liability company, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual upon behalf of which the individual acted, executed the instrument.


 Notary Public



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EXHIBIT A

Legal Description of Property

That certain real property located in the City of Chicago, Cook County, Illinois, described as follows:

Parcel 1:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 20, 21 and 22 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1, 2 and 3 in Block 36 in Carpenter's Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3 (East-West Alley to be vacated):

That part of the 15 foot wide East-West Alley South of and adjoining Lots 1 to 3, in Carpenter's Addition to Chicago and North of and adjoining Lots 6 and 7 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago, all in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence South 01 degree 28 minutes 11 seconds East, along the West Line of North Halsted Street, a distance of 15.00 feet to the Northeast corner of said Lot 7; thence South 88 degrees 24 minutes 39 seconds West, along the North Line of said Lot 7 extended Westerly, 151.32 feet to the intersection of the West Line of Lot 3 extended Southerly and the North Line of said Lot 6; thence North 01 degrees 32 minutes 03 seconds West, to the Southwest corner of said Lot 3, a distance of 15.00 feet; thence North 88 degrees 24 minutes 39 seconds East, along the South Line of Lots 1 through 3, a distance of 151.34 feet to the point of beginning, in Cook County, Illinois.

Parcel 4 (North-South alley to be vacated):

That part of the 12 foot wide North-South Alley, East of and adjoining Lots 6, 9, 10, 11, 12 and 13 and West of and adjoining Lots 7, 8, 19, 20, 21 and 22 in T.F. Gale's Subdivision of Lots 6 to 13 inclusive in Block 36 in Carpenter's Addition to Chicago, all in the Southeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in

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Cook County, Illinois, more particularly described as follows:

Beginning at the Northwest corner of said Lot 7; thence South 01 degrees 34 minutes 57 seconds East, along the West Lines of said Lots 7, 8, 19, 20, 21 and 22 a distance of 149.85 feet to the Southwest corner of said Lot 19; thence South 88 degrees 28 minutes 16 seconds West, a distance of 12.00 feet to the southeast corner of lot 13; thence North 01 degrees 34 minutes 57 seconds West, along the East lines of Lots 6, 9, 10, 11, 12 and 13, a distance of 149.84 feet to the Northeast corner of said Lot 6; thence North 88 degrees 24 minutes 39 seconds East, 12.00 feet to the point of beginning in Cook County, Illinois.

For information only:

Property Address: 159-165 N. Green Street, Chicago, IL 60607
167-173 N. Green Street, Chicago, IL 60607
162-166 N. Halsted Street, Chicago, IL 60607
170 N. Halsted Street, Chicago, IL 60607
178 N. Halsted Street, Chicago, IL 60607
801-813 W. Lake Street, Chicago, IL 60607

P.I.N. numbers:

17 08 434 003; 17 08 434 004; 17 08 434 005; 17 08 434 006; 17 08 434 007; 17 08 434 008; 17 08 434 009; 17 08 434 010; 17 08 434 011; 17 08 434 012; 17 08 434 013; 17 08 434 014; 17 08 434 015