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**Prepared by and after Recording
Return to:**

The First National Bank of Central Texas
Attn: Sloan Kuehl, Executive Vice President
1835 North Valley Mills Drive,
Waco, Texas 76710
Phone: (254) 761-6119

Doc# 1908706072 Fee \$54.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/28/2019 10:17 AM PG: 1 OF 9

(Space above this line for Recorder's use)

COLLATERAL ASSIGNMENT OF NOTE AND LIENS

THIS COLLATERAL ASSIGNMENT OF NOTE AND LIENS ("Assignment") is executed by WM CAPITAL PARTNERS 73, LLC, a Delaware limited liability company ("Assignor") whose mailing address is 100 Congress Ave., Suite 1550 Austin, TX 78701, of for the benefit of THE FIRST NATIONAL BANK OF CENTRAL TEXAS, a national banking association ("Lender") whose address is 1835 North Valley Mills Drive, Waco, TX 76710, Attn: Sloan Kuehl.

RECITALS

Assignor, Lender and certain others are parties to that certain Loan Agreement dated March 22, 2019 (as the same may be from time to time modified, amended, restated, amended and restated or supplemented, the "Loan Agreement") pursuant to which Lender made a Loan to Assignor and Assignor delivered that certain Security Agreement dated March 22, 2019 (as the same may be from time to time modified, amended, restated, amended and restated or supplemented, the "Security Agreement") pursuant to which Assignor granted to Lender a first-priority security interest in all of the assets of Assignor including, without limitation, that certain Promissory Note dated as of December 1, 2015 in the original principal amount of \$33,700,000.00 payable to Assignor, assignee of The Huntington National Bank, N.A., a national banking association, successor by merger to FirstMerit Bank, N.A., a national banking association. (the "Collateral Loan Note") and the Collateral Loan Documents (as defined below).

This Assignment particularizes and re-enforces the security interest granted by Assignor to Lender on all of its assets per the terms of the Security Agreement and is delivered per the terms of the Loan Agreement.

All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement.

AGREEMENT

In consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for the mutual and dependent covenants contained in this Assignment, Assignor agrees, represents, warrants, and certifies as follows:

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1. **Assignment.** Assignor has TRANSFERRED, ASSIGNED, PLEDGED, SOLD, GRANTED, and CONVEYED and does TRANSFER, ASSIGN, PLEDGE, SELL, GRANT, and CONVEY unto Lender, to secure the payment and performance in full of all of the Obligations, a first-priority security interest ("Security Interest") in and to the Collateral Loan Note, together with Assignor's interest in all other documents, instruments, and certificates or other writings executed or delivered to Assignor, or for the benefit of Assignor, in connection with or pertaining to the Collateral Loan Note including without limitation the Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded as Document Number 1534346100 of the Office of the Recorder of Deeds for Cook County, Illinois and Assignment of Leases and Rents recorded as Document Number 1534356101 of the Office of the Recorder of Deeds for Cook County, Illinois each of which encumbers the real property legally described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Collateral Loan Documents") and any other Instruments (as defined in the Uniform Commercial Code as the same may, from time to time be in effect in the State of Texas ("UCC")) now or later owned by Assignor, together with all attendant rights of payment, liens, rights, titles, assignments, and interests (including security interests) securing or related to the Collateral Loan Note and the loan evidenced by the Collateral Loan Note ("Collateral Loan"), and together with all other documents, instruments, and certificates or other writings executed or delivered to Assignor, or for the benefit of Assignor, in connection with or pertaining to the transactions and indebtedness governed, secured, or covered by the Collateral Loan Documents, and any proceeds, substitutions, and additions ("Collateral"). The Collateral covered by this Assignment includes, without limitation, all right, title, and interest of Assignor in and to the Collateral Loan and related rights and interests under the Collateral Loan Documents, whether owned by Assignor on the date of this Assignment or owned by Assignor at any time after the date of this Assignment.

2. **Assignor's Warranties, Covenants, and Further Agreements.** Assignor represents, warrants and agrees with Lender to the following as of the date any of the Collateral is delivered to Lender, or is otherwise covered by this Assignment:

(a) **Collateral Loan Documents.** Assignor has not sold, transferred, pledged, or assigned any of its interest in the Collateral Loan Note, the Collateral Loan Documents or in any of the liens, assignments, pledges, or security interests that secure the Collateral Loan, other than those in favor of Lender. Assignor shall not consent or agree to any material renewal, modification, consolidation, replacement or extension of the Collateral Loan, the Collateral Loan Note or any other Collateral Loan Document without the prior written consent of Lender. Assignor shall not release any security interests or liens securing the Collateral Loan without the prior written approval of Lender.

(b) **No Other Encumbrances.** Assignor owns the Collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance, other than those in favor of Lender.

(c) **No Assignment.** Notwithstanding any other provision of this Assignment, Assignor will not sell, lease, pledge, hypothecate, or otherwise dispose of all or part of the Collateral or any of its interests in the Collateral.

3. **Events of Default.** An "Event of Default" and "Default" shall have the meaning assigned to such term in the Loan Agreement.

4. **Remedies of Lender on Default.** When an Event of Default occurs, and at any time after an Event of Default, Lender may, without any notice to or demand upon Assignor, declare all or a part of the Loan immediately due and payable and may proceed to enforce payment of same and to exercise any and all of the rights and remedies provided by the UCC as well as all other rights and remedies possessed

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by Lender under this Assignment, the other Loan Papers or otherwise at law or in equity. For purposes of the notice requirements of the UCC, Lender and Assignor agree that notice given at least five (5) Business Days before the related action under this Assignment is reasonable. Expenses of holding, preparing for sale, selling, or the like, will include, without limitation, Lender's reasonable attorney fees to the extent allowed by the UCC. Lender may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Lender under this Assignment are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other right or remedy. If the Collateral is sold after Default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this Assignment and by law will be presumed satisfied.

5. Transfer of Note and Liens. Concurrently with the delivery by Assignor to Lender of the Loan Agreement, Assignor endorsed and delivered the Collateral Loan Note to Lender and executed and delivered to Lender an assignment of each of the Collateral Loan Documents (collectively, "Transfers"). The Transfers will be held by Lender in accordance with the terms of the Loan Agreement.

6. Institution of Foreclosure Proceedings. Assignor shall, prior to initiating foreclosure proceedings, notify Lender of any action to foreclose on property securing the Collateral Loan ("Underlying Security"). Any Underlying Security shall be foreclosed upon and acquired in accordance with the terms of the Loan Agreement.

7. Relation to Other Security Documents. The provisions of this Assignment supplement the provisions of the Security Agreement. Nothing contained in this Assignment shall derogate from any of the rights or remedies of Lender under the Security Agreement.

8. General.

(a) **No Obligations.** Prior to the time Lender forecloses on its security interest in the Collateral and becomes party to the Collateral Loan Note or the Collateral Loan Documents pursuant to this Assignment or any of the other Loan Papers, Lender shall have no obligation or duty to perform any of the obligations of Assignor under the Collateral Loan Note or the Collateral Loan Documents, all of which shall remain the sole and exclusive duty and obligation of Assignor.

(b) **Waiver by Lender.** No waiver by Lender of any right under this Assignment or any other Loan Paper or of any default by Assignor will be binding on Lender unless it is in a writing executed by Lender. Failure or delay by Lender to exercise any right under this Assignment or waiver of any default of Assignor will not operate as a waiver of any other right, of further exercise of such right, or of any further default.

(c) **Waiver of Assignor.** Assignor waives presentment, demand, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest, notice of protest, and all other notices with respect to the collection of or acceleration of maturity of the Collateral and Loan, except as otherwise expressly provided in this Assignment or in the Loan Papers.

(d) **Notice.** All notices or other communications required or permitted to be given under this Assignment must be in writing and will be considered properly given if given in the manner provided by, and at the addresses set forth in, the Loan Agreement.

(e) **Severability.** The unenforceability of any provision of this Assignment will not affect the enforceability or validity of any other provision of this Assignment.

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(f) Construction. If there is any direct conflict between the provisions of this Assignment and the provisions of the Loan Agreement, the terms of the Loan Agreement will control. The headings in this Assignment are for convenience of reference only and not for definition or interpretation.

(g) Binding Agreement. This Assignment and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns.

(h) Governing Law; Consent to Jurisdiction. THE VALIDITY OF THIS ASSIGNMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF). ASSIGNOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF McLENNAN, STATE OF TEXAS OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(i) Amendment. This Assignment will not be amended in any way except by a written agreement signed by Assignor and Lender.

[signature page follows]

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EXHIBIT A

Property

PARCEL A:

THAT PART OF THE SOUTH 6/12 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 78TH STREET, (EXCEPT THEREFROM THE WEST 33.00 FEET TAKEN FOR LAVERGNE AVENUE) AND (EXCEPT THE EAST 60.00 FEET TAKEN FOR CICERO AVENUE), IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE FOLLOWING OUTLOT:

THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 1.60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET, (BEING 33.00 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE, (BEING 60.00 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES, 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET, A DISTANCE OF 212.00 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 56 SECONDS WEST PARALLEL TO THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 56 SECONDS EAST, A DISTANCE OF 212.00 FEET TO THE WEST LINE OF CICERO AVENUE; THENCE SOUTH 00 DEGREE, 08 MINUTES, 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SPECIFICALLY DESCRIBED AS:

LOT 1 IN BURBANK STATION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT

THAT PORTION CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED FROM BURBANK JOINT VENTURE, A MICHIGAN GENERAL PARTNERSHIP DATED SEPTEMBER 29, 1998 AND RECORDED NOVEMBER 17, 1998 AS DOCUMENT 08036669, IN COOK COUNTY, ILLINOIS.

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LESS AND EXCEPT

THE NORTH 120.00 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PORTION TAKEN PURSUANT TO CONDEMNATION CASE NUMBER 43C517 FILED JUNE 1, 1943.

PARCEL B :

THE NORTH 33 FEET OF THE WEST 130 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C :

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

PARCEL D:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CROSS ACCESS, UTILITIES, SIGNS AND FUTURE EASEMENTS FOR THE BENEFIT OF PARCELS A AND C OVER THE COMMON AREAS OF THE SHOPPING CENTER PARCEL MORE PARTICULARLY DESCRIBED ON EXHIBIT A-1 ATTACHED TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS RECORDED AS DOCUMENT NUMBER 94823987.

PARCEL E:

EASEMENT FOR THE BENEFIT OF PARCELS A AND C FOR ROADWAY PURPOSES AS CREATED BY GRANT FOR PUBLIC ROADWAY RECORDED DECEMBER 11, 1997 AS DOCUMENT NUMBER 97930150 AND ASSIGNED BY ASSIGNMENT AND ASSUMPTION OF DRIVEWAY EASEMENT DATED JANUARY 26, 2005 AND RECORDED FEBRUARY 2, 2005 AS DOCUMENT NUMBER 0503334032 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/3 THAT IS 711.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 83.32 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 106 DEGREES 15 MINUTES TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 125.0 FEET TO A POINT 120.0 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/3 OF THE NORTH 3/12; THENCE WEST ALONG A LINE 120.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF

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THE SOUTH 1/3, 83.32 FEET; THENCE NORTHEASTERLY, 125.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

LOT 1 IN BURBANK STATION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET (BEING 33 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE (BEING 60 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET 212.0 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 56 SECONDS WEST PARALLEL WITH SAID WEST LINE OF CICERO AVENUE, 180.0 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 212.0 FEET TO SAID WEST LINE OF CICERO AVENUE; THENCE SOUTH 0 DEGREES 08 MINUTES 56 SECONDS EAST, 180.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 19-28-401-055-0000 (Parcel B); 19-28-412-036-0000 (Parcel F); 19-28-412-037-0000 (Part of Parcel A); 19-28-412-038-0000 (Remainder of Parcel A); 19-28-412-039-0000 (Part of Parcel C); and 19-28-412-040-0000 (Remainder of Parcel C)

Property Address: 7700 South Cicero Avenue, Burbank, Illinois 60457