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EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2019 01:57 PM PG: 1 OF 9

Holland & Knight, LLP
131 South Dearborn Street
Suite 3000
Chicago, Illinois 60603
Attention: Francis L. Keldermans
111902998 2 of 3
Permanent Tax Index Number(s):

08-10-200-101-0000

Property Address(es):

75 W. Algonquin Rd.
Arlington Heights, IL 60005

This space reserved for Recorder's use only.

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is entered into April 11, 2019 by ARLINGTON HEIGHTS L.L.C., an Illinois limited liability company (hereinafter called "**Maker**"), for the benefit of AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK, a New York insurance corporation (hereinafter called "**Noteholder**").

FOR AND IN CONSIDERATION of the loan made to Maker by Noteholder as evidenced by that certain promissory note (hereinafter referred to as the "**Note**") of even date in the original principal sum of \$14,900,000.00, payable to the order of Noteholder and executed by Maker, which is described in and secured by a Mortgage, Security Agreement and Financing Statement (hereinafter called "**Mortgage**") of even date therewith executed by Maker to Noteholder, covering the property described in **Exhibit "A"** attached hereto and made a part hereof, which, together with all buildings, improvements, fixtures and equipment located thereon owned by Maker, is hereinafter referred to as the "**Mortgaged Property**", Maker has GRANTED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, TRANSFER and ASSIGN unto Noteholder the following:

1. any and all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property, including but not limited to agreements regarding the occupancy of hotel rooms by hotel guests or any agreement entered into by Maker or its authorized agents for the use or rental of banquet rooms, banquet facilities or any other goods and/or services

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Near North National Title
222 N. LaSalle
Chicago, IL 60601



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provided by the hotel which is part of the mortgaged property ("**Hotel**") to members of the public in the ordinary course of business will be referred to as the "**Hotel Facility Leases**", any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, including subleases thereunder, upon or covering use or occupancy of all or any part of the Mortgaged Property, all such leases, agreements, subleases and tenancies heretofore mentioned being hereinafter individually referred to as a "**Lease**" and collectively referred to as the "**Leases**" and such lessees, sublessees and tenants under any Lease being hereinafter individually referred to as a "**Lessee**";

2. any and all guaranties of the performance, payment and/or collection of any of the Leases (individually referred to as a "**Guaranty**" and collectively referred to as "**Guaranties**") by any guarantor, surety or other liable party thereunder (collectively referred to as a "**Guarantor**"); and

3. the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due, or to which Maker may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or Guaranties or from or out of the Mortgaged Property, or any part thereof including but not limited to hotel room rates and revenues, minimum rents, additional rents, charges for goods and services, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Lessee under any Lease upon the exercise of any cancellation privilege provided for in any of the Leases, payments from any Guarantor and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind which Maker may have against any Lessee or Guarantor in connection with the Leases or against any subtenants, occupants or users of the Mortgaged Property, all such monies, rights and claims in this paragraph described being hereinafter referred to as the "**Rents**".

To induce Noteholder to lend the funds evidenced by the Note, Maker hereby makes the following REPRESENTATIONS AND WARRANTIES:

That Maker has good title to the Leases, Guaranties and Rents hereby assigned and good right to assign the same, and that no other person, corporation or entity (other than any lessee thereof) has any right, title or interest therein; that Maker has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Maker's part to be kept, observed and performed; that Maker has not previously sold, assigned, transferred, mortgaged or pledged the Leases, Guaranties or the Rents, whether now due or hereafter to become due; that any of the Rents due for any period subsequent to the date hereof have not been collected and that payment of any of the Rents has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised; that Maker has not received any funds or deposits from any Lessee in excess of one (1) month's rent for which credit has not already been made on account of accrued rents, except for usual and customary room deposits; and that the lessee under any existing

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Lease (other than agreements with hotel guests for occupancy of hotel rooms on a transient basis) is not in default of any of the terms thereof.

Maker further COVENANTS AND AGREES:

1. to observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases and Guaranties to be kept, observed and performed by Maker, and to give prompt notice to Noteholder in the event Maker fails to observe, perform and discharge same;
2. except with respect to Hotel Facility Leases, immediately upon request of Noteholder, during an uncured Event of Default (defined below) to notify in writing each Lessee, Guarantor and occupant of the Mortgaged Property or any part thereof that any security deposits or other deposits heretofore delivered to Maker have been retained by Maker or assigned and delivered to Noteholder as the case may be;
3. to enforce or secure, in the name of Noteholder if Noteholder should so request, the performance of each and every obligation, term, covenant, condition and agreement to be performed by (a) any Lessee under the terms of the Leases and (b) any Guarantor under the terms of the Guaranties;
4. to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases, the Guaranties or the obligations, duties or liabilities of Maker and any Lessee thereunder, and, upon request by Noteholder, to do so in the name and on behalf of Noteholder but at the expense of Maker, and to pay all costs and expenses of Noteholder, including reasonable attorneys' fees, in any action or proceeding in which Noteholder may appear;
5. not to receive or collect any Rents from any present or future Lessee of the Mortgaged Property or any part thereof or from any Guarantor for a period of more than one (1) month in advance (except for usual and customary room deposits or with respect to Hotel Facility Leases), or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;
6. except with respect to hotel room guests and Hotel Facility Leases in the ordinary course of business, not to waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Guarantor or Lessee of the Mortgaged Property of and from any obligations, covenants, conditions and agreements by said Lessee or Guarantor to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;
7. except with respect to hotel room guests and Hotel Facility Leases in the ordinary course of business, not to cancel, terminate or consent to any surrender of any Lease or any Guaranty, or modify or in any way alter the terms of any Lease or any Guaranty without, in each such instance, the prior written consent of Noteholder; provided, however, without Noteholder's prior written consent, Maker may (a) make modifications to Leases in good faith in the ordinary course of

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business which do not change the material terms in any way adverse to Noteholder and (b) cancel or terminate a Lease in good faith in the ordinary course of business due to such Lessee's default;

8. immediately upon receipt of demand from Noteholder during an uncured Event of Default to notify each Lessee, Guarantor and occupant of the Mortgaged Property, other than hotel room guests occupying the Mortgaged Property on a short term transient basis or lessees of Hotel Facility Leases, in writing of the rights granted to Noteholder hereunder, and/or, to direct, in writing, each Lessee, Guarantor and occupant of the Mortgaged Property to pay all Rents then due or to become due from such Lessee, Guarantor and occupant directly to Noteholder upon such Lessee's, Guarantor's or occupant's receipt of written notice from Noteholder of Noteholder's exercise of Noteholder's rights under this Assignment;

9. to provide Noteholder with copies of all notices, complaints, demands and petitions regarding (a) any actual, potential or alleged default on the part of the landlord or the tenant under a Lease for which the ground floor area of the leased premises equals or exceeds 5,000 square feet or (b) Hazardous Materials, as such term is defined in the Mortgage, sent or received by Maker immediately upon Maker's sending same or within five (5) days of Maker's receipt of same, as applicable; and

10. to promptly remit to Noteholder any and all Rents received by Maker after Maker's receipt from Noteholder of termination of Maker's license to collect Rents granted herein.

So long as there shall exist no default by Maker in the payment of any indebtedness and obligations secured hereby or in the observance and performance of any other obligation, covenant or warranty set forth herein or in the Note, the Mortgage or any other document executed by Maker evidencing, securing or relating to the Note (such documents being herein referred to collectively as the "**Loan Documents**"), Maker shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect, receive and retain, but not prior to accrual, all of the Rents arising from or out of the Leases.

Upon or at any time after default in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, covenant or warranty set forth herein or in the Loan Documents which remains uncured beyond any applicable cure period (an "**Event of Default**"), Noteholder, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies: (a) to terminate the license hereby granted to Maker to collect the Rents as aforesaid, and, without taking possession of the Mortgaged Property, to, in Noteholder's own name, demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and, after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof, together with any funds of Maker deposited with Noteholder, upon any indebtedness secured hereby or obligation provided for in any of the Loan Documents and in such order as Noteholder may determine; (b) to declare all sums secured hereby immediately due and payable and, at Noteholder's option, to exercise all of the rights and remedies provided for in the Loan Documents or under the

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terms hereof; and (c) without any action or proceeding, through any person or by agent, or by the trustee(s) or successor trustee under the Mortgage, or by a receiver to be appointed by a court, to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof, and irrespective of Maker's possession of the Mortgaged Property, to make, modify, enforce, cancel or accept surrender of any of the Leases and Guaranties, to remove and evict any Lessee or other occupant, to increase or reduce rents, to decorate, clean and make repairs, and to otherwise do any act or incur any cost or expenses Noteholder shall deem proper to protect the Leases, Guaranties and the Mortgaged Property, as fully and to the same extent as Maker could do if in possession, and in such event to apply any funds so collected to the operation and management of the Mortgaged Property, but in such order as Noteholder shall deem proper, and including payment of reasonable management brokerage and attorney's fees, and then, to the extent funds are available and to the extent deemed appropriate by Noteholder, to the maintenance, without interest thereon, of a reserve for replacement of items on the Mortgaged Property, and then, if any of such funds remain, to the payment of any indebtedness evidencing, securing or relating to the terms of the Loan Documents whether or not then due.

The exercise by Noteholder of any of the rights and remedies described above, including collection of the Rents and application thereof as aforesaid and/or the entry upon and taking possession of the Mortgaged Property, shall not cure or waive any Event of Default or waive, modify or affect any notice of default under the Loan Documents or hereunder, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Noteholder, once exercised, shall continue for so long as Noteholder shall elect, notwithstanding that the collection and application as aforesaid of the Rents may have cured the original Event of Default. If Noteholder shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.

Notwithstanding the aforesaid license of Maker to collect the Rents accruing under the Leases prior to an Event of Default, Noteholder shall at all times be the creditor of each Lessee under the Leases in respect of assignments for the benefit of creditors, bankruptcy, reorganization, rearrangement, insolvency, dissolution, or receivership proceedings, with Noteholder having the option to apply any monies received by Noteholder as such creditor to reduction of the principal or interest or other indebtedness evidencing, securing or relating to the Loan Documents. Notwithstanding the aforesaid license of Maker to collect rents under the Leases prior to an Event of Default, Noteholder may collect or receive all payments, premiums and considerations paid by any Lessee, whether or not pursuant to the terms of any Lease, for the right to terminate, cancel or modify a Lease, with an option to apply any money so received by Noteholder to reduction of the principal or interest or any other indebtedness evidencing, securing or relating to the Loan Documents in any order or manner Noteholder elects. Further, Maker covenants and agrees to immediately pay over to Noteholder any and all sums received by Maker as creditor in respect to an assignment for the benefit of creditors in bankruptcy, reorganization, arrangement, insolvency, dissolution or receivership proceedings, or as payment, premium or other consideration in connection with the cancellation or modification of any Lease, whereupon Noteholder shall have the option to apply any funds so

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received to reduction of the principal or interest or any other indebtedness evidencing, securing or relating to the Loan Documents in any order or manner Noteholder elects.

This Assignment shall remain in effect as long as any part of the indebtedness evidencing, securing or relating to the Loan Documents remains unpaid, and upon payment in full of said indebtedness, Noteholder shall execute a release of this Assignment upon request of Maker and at the expense of Maker.

Notwithstanding any law to the contrary, if there is an Event of Default, and if there is any law requiring Noteholder to take actual possession of the Mortgaged Property (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Noteholder to "perfect" or "activate" its rights and remedies as set forth herein, then to the maximum extent permitted by law Maker waives the benefits of such law and agrees that such law shall be satisfied solely by: (1) Noteholder sending Maker written notice that Noteholder intends to enforce, and is enforcing, its rights in and to the Mortgaged Property and the rents, revenues, profits, and other items assigned herein, and (2) Noteholder sending written notice to any or all tenants on the Mortgaged Property that said tenants should commence making payments under the Leases directly to Noteholder or its designee.

In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Assignment shall run with the land and shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois.

This Assignment may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.

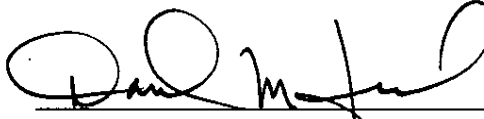
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EXECUTED effective as of the date first set forth above.

MAKER:


ARLINGTON HEIGHTS L.L.C.,
an Illinois limited liability company

By: 
David M. Friedman, Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

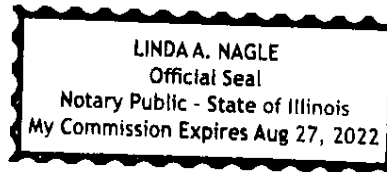
I, LINDA A. NAGLE a Notary Public in and for said County, in the State aforesaid, do hereby certify that David M. Friedman, the Manager of ARLINGTON HEIGHTS L.L.C., an Illinois limited liability company ("**Company**") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of April, 2019.



NOTARY PUBLIC

(SEAL)



[Signature Page to Absolute Assignment of Leases and Rents – Arlington Heights L.L.C.]

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EXHIBIT A

MORTGAGED PROPERTY

Parcel 1:

Lot 1 in Arlington Heights Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat recorded as document number 25261219 and filed as document LR3133810 in Cook County, Illinois, except the following described land:

Beginning at the Northeast corner of said Lot 1; thence on an assumed bearing of South 10 degrees 40 minutes 00 seconds West along the Easterly line of said Lot 1 a distance of 20.80 feet to a point on a 1,375.00 foot radius curve, the center of circle of said curve bears North 26 degrees 35 minutes 14 seconds East from said point; thence Northwesterly along said curve, radius 1,375.00 feet, central angle 8 degrees 23 minutes 05 seconds, 201.22 feet to a point on a 2,547.29 foot radius curve, the center of circle said curve bears North 27 degrees 55 minutes 41 seconds East from said point; thence Northwesterly along said curve, radius 2,547.29 feet, central angle 3 degrees 41 minutes 37 seconds, 164.21 feet; thence South 51 degrees 39 minutes 17 seconds West 9.00 feet to a point on a 2,551.07 foot radius curve, the center of circle of said curve bears North 32 degrees 51 minutes 12 seconds East from said point; thence Northwesterly along said curve, radius 2,551.07 feet, central angle 0 degrees 35 minutes 54 seconds, 26.64 feet to the Westerly line of said Lot 1; thence North 32 degrees 56 minutes 06 seconds East along the said Westerly line of Lot 1 a distance of 14.43 feet to the Northwest corner of said Lot 1, being also a point on a 2,541.29 foot radius curve, the center of circle of said curve bears North 32 degrees 12 minutes 53 seconds East from said point; thence Southeasterly along said curve, being also the Northerly line of said Lot 1, radius 2,541.29 feet, central angle 5 degrees 37 minutes 38 seconds, 249.59 feet (249.56 feet, recorded); thence South 63 degrees 24 minutes 45 seconds East along tangent, being also the Northerly line of said Lot 1 a distance of 135.20 feet to the point of beginning.

Parcel 2:

Reciprocal easements for ingress and egress appurtenant to and for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated August 2, 1979 and recorded October 1, 1979 as document 25171074 and filed October 1, 1979 as document LR3121973, as amended by First Amendment to Reciprocal Easement Agreement dated January 27, 1981 and recorded June 4, 1981 as document 25893428 and filed June 4, 1981 as document LR3218008, pertaining to the following parcels of land;

Parcel A: Lot 1 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

[Exhibit "A" to Absolute Assignment of Leases and Rents – Arlington Heights L.L.C.]

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Parcel B: Lot 2 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel C: Lot 3 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel D: Lot 2 in Carl M. Teutsch Subdivision of part of the East half of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

Easement for creation and maintenance of a detention/retention pond appurtenant to and for the benefit of Parcel 1 created by Easement and Operating Agreement dated December 1, 1979 and recorded January 4, 1980 as document 25306989 and filed January 4, 1980 as document LR3139276, as amended by instrument recorded March 7, 1983 as document 26527048 and filed March 7, 1983 as document LR3296792, pertaining to Lots 1, 2 and 3, described therein as Easement Parcels A, B and C, in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

[Exhibit "A" to Absolute Assignment of Leases and Rents – Arlington Heights L.L.C.]