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

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/01/2019 10:57 AM PG: 1 OF 6

**For Recorder's Use Only**

## **ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS (this "Assignment")**, made as of April 30, 2019, by EDENBRIDGE, LLC, an Illinois limited liability company ("Assignor"), in favor of NORTHBROOK BANK & TRUST COMPANY ("Assignee").

### **WITNESSETH**

**THAT WHEREAS**, Assignor is justly indebted to Assignee for money borrowed in the principal sum of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00), as evidenced by that certain: (i) Note in the amount of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) (the "Note") and (ii) Loan Agreement, dated of even date herewith, between Assignor and Assignee (the "Loan Agreement"); and

**WHEREAS**, Assignor's obligation to repay the Note and perform those obligations set forth in the Loan Agreement are secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called the "Mortgage") (the terms of the Note, the Mortgage, and Loan Agreement are hereby incorporated herein by reference) upon certain property (herein called "Property") legally described on Exhibit A attached hereto.

**NOW, THEREFORE**, to secure the payment of (a) all sums becoming due under the Note according to the tenor and effect of the Note; (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness"); and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment, the Loan Agreement, the Note, the Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage and until all Indebtedness is fully paid, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of the Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that upon a Default, Assignor will surrender to Assignee and Assignee pursuant

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to legal process shall be entitled to take actual possession of the Property or of any part thereof, personally or by its agents or attorneys, and in Assignee's discretion, Assignee may, without force and with process of law and without any action on the part of the holder or holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of the Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the Property and conduct the business thereof, either personally or by Assignee's agents, at the reasonable expense of the Assignor, from time to time make or cause to be made all necessary or required repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the Property as Assignee may seem judicious and may insure and reinsure the same, and may lease the Property in such parcels and for such time and on such terms as Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the Property and carry on the business thereof as Assignee shall deem best and do everything in or about the Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the Property or any part thereof, including the just and reasonable compensation of the services of Assignee for services rendered in connection with the operation, management and control of the Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as Assignee reasonably deems appropriate.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no Default has occurred, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from the Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the Property on the terms shown in said leases.

Assignor hereby covenants and agrees with Assignee that, without the written consent of Assignee first obtained, which consent shall not be unreasonably withheld, delayed or conditioned, Assignor will not:

(1) Except as commercially reasonable, cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of any lease;

(2) Except as commercially reasonable, reduce the rent provided for in any lease, or modify any lease in any way, either orally or in writing, or grant any concession in connection with any lease, either orally or in writing;

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- (3) Except as commercially reasonable, consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;
- (4) Accept any rent payable under any lease more than thirty (30) days in advance of the time when the same is payable under the terms thereof;
- (5) Except as commercially reasonable, enter into or modify any lease agreement; or
- (6) Take any action which is not in strict compliance with applicable landlord/tenant ordinances.

Any Default on the part of Assignor hereunder shall constitute a Default under the Mortgage, the Note and the Loan Agreement.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and insure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns, upon Assignor's default and after written notice to Assignor and Assignor's failure to cure, shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that Assignee shall deem fit.

In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Assignment shall be construed as not containing such provisions to the extent of the invalidity and the invalidity of such provisions shall not affect the validity of any and all other provisions hereof which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

In accepting this Assignment, Assignee herein does not assume nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings or promises on the part of the lessor/landlord to be performed under any lease which may be entered into concerning the Property, unless and until Assignee assumes the role of lessor/landlord thereunder.

If Assignor shall pay all the Indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefore, release and discharge this Assignment.

The following shall be considered a "**Default**" hereunder: (i) Assignor's failure to comply with any term contained in this Assignment after written notice from Assignee (given pursuant to the manner detailed in the Loan Agreement) and the passage of thirty (30) days; (ii) Assignor's failure to make payments of the Indebtedness where due; or (ii) a default by Assignor (after the passage of any cure

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period, if applicable) pursuant to any agreement between Assignor and Assignee (including, but not limited to, the Loan Agreement, Note and Mortgage).

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Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Rents as of the day and year first above written.

**EDENBRIDGE, LLC,**  
an Illinois limited liability company

By: Edenbridge Limited Partnership,  
an Illinois limited partnership  
Its: Sole Member

By: Katz Bros. Development, LLC,  
an Illinois limited liability company  
Its: General Partner

By: David Katz  
Name: David Katz, as Trustee of the  
David Katz Living Trust, u/a/d 10/13/2004  
Its: Member

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that David Katz, as Trustee of the David Katz Living Trust, u/a/d 10/13/2004, as a Member of Katz Bros. Development, LLC, an Illinois limited liability company, the General Partner of Edenbridge Limited Partnership, an Illinois limited partnership, the Sole Member of **EDENBRIDGE, LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that (s)he signed and delivered the said instrument as his(her) own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of April, 2019

Harriette Bernstein  
NOTARY PUBLIC



My Commission Expires: 10-11-21

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## EXHIBIT A

### THE PROPERTY – LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 660.00 FEET OF THE SOUTHEAST 1/4 AFORESAID, DISTANCE 462.00 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 395.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 46.48 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 31, A DISTANCE OF 394.98 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 AFORESAID A DISTANCE OF 811.84 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31 AFORESAID; THENCE NORTH 89 DEGREES 31 MINUTES 28 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 790.00 FEET TO A POINT OF ITS INTERSECTION WITH THE EAST LINE OF THE WEST 660.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 31 AFOREDESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 860.82 FEET TO THE POINT OF BEGINNING, (AND EXCEPTING THAT PART OF 181ST STREET AND 66TH COURT PREVIOUSLY DEDICATED FOR PUBLIC STREET RECORDED FEBRUARY 7, 1974 AS DOCUMENT 22624031), ALL IN COOK COUNTY, ILLINOIS.

PIN: 28-31-401-008-0000

CKA: 18134 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18140-18142 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18130-18132 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18120-18122 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18157-18163 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18149-18155 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18125-18131 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18109-18115 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18101-18107 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18117-18123 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18133-18139 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18141-18147 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477  
 18100-18101 South 66<sup>th</sup> Court, Tinley Park, Illinois 60477