



Doc# 1919133035 Fee \$94.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/10/2019 09:28 AM PG: 1 OF 6

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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Saul Ewing Arnstein & Lehr LLP
131 Dartmouth St. Suite 501
Boston, MA 02116
Attn: Sally Michael, Esq.

Cross Reference:
Document No. 1829945043

COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

Cook County, IL
Property Address: 980 Elk Grove, Elk Grove Village, IL 60007
Property Identification Number(s) (PIN): 08-32-202-021-0000

Property of Cook County Clerk's Office

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COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "Assignment") is made and executed as of April 30, 2019, by IV – CVCF CS I TRUST, a Delaware statutory trust ("Assignor"), in favor of PACIFIC WESTERN BANK, a California state-chartered bank ("Assignee", sometimes referred to as "Agent").

WITNESSETH:

WHEREAS, Assignor and Agent have entered into that certain Loan and Security Agreement, dated as of April 30, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning provided to such term therein), pursuant to which certain financial institutions party to the Loan Agreement as lenders (each a "Lender" and collectively, the "Lenders"), in their sole discretion, have agreed to make certain financial accommodations to Borrower, upon the terms and conditions set forth in the Loan Agreement, an amount equal to up to the Maximum Loan Amount secured by a security interest granted by Borrower to Agent, for the benefit of the Lenders, on certain Mortgage Loans, and the Collateral Documents, including with limitation the Mortgage Note and Mortgage related thereto as well as other collateral of Borrower.

NOW, THEREFORE, to secure the payment and performance of the Obligations and Loan Documents and in consideration of the extension of the Advances, in the Lenders' sole discretion, and for other good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby collaterally conveys, assigns, transfers and sets over unto Agent, for the benefit of the Lenders, as collateral security for the Advances from time to time made by the Lenders, all of Assignor's right, title and interest in and to (i) that certain Promissory Note, dated October 23, 2018 by and among South London Holdings, LLC and Crotonville Holdings, LLC, as borrowers, and CVCF-WAB Fund I, LLC (as predecessor-in-interest to Assignor), as lender; (ii) that certain Mortgage and Security Agreement dated as of October 23, 2018, executed by South London Holdings, LLC in favor of CVCF-WAB Fund I, LLC (as predecessor-in-interest to Assignor), encumbering the property described in Exhibit A attached hereto and made a part hereof by this reference, recorded in the real property records of Cook County, Illinois as Document Number 1829945043 as the "Mortgage"; and (iii) all other Collateral connected therewith collaterally assigned to Agent, for the benefit of the Lenders, pursuant to the terms of the Loan Agreement, together with all proceeds derived therefrom and other Collateral delivered in substitution or replacement thereof (collectively, the "Assigned Collateral").

Assignor hereby warrants and represents to Agent that the above referenced Assigned Collateral collaterally assigned hereby have not previously been collaterally assigned or otherwise transferred by Assignor and are held free and clear of all prior liens, security interests, charges and encumbrances whatsoever except for matters appearing of record. Assignor further covenants and agrees with Agent to maintain such Assigned Collateral in good standing at all times in accordance with the terms thereof and not to take any action with respect to said Assigned Collateral which may be prejudicial to the rights of Agent hereunder.

The execution and delivery of this Assignment shall not subject Agent to, or transfer or pass to Agent, or in any way affect or modify, the liability of Assignor under the Assigned Collateral hereby assigned, it being understood and agreed that notwithstanding this Assignment or any subsequent collateral assignment, all of the obligations of the Assignor to the Underlying Obligor under such Assigned Collateral shall be and remain enforceable by such Underlying Obligor, its successors and assigns, only against Assignor and its successors and assigns, and that Agent has not assumed any of the obligations or duties of Assignor under or with respect to such Assigned Collateral.

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Assignor hereby agrees and acknowledges that neither the acceptance of this Assignment by Agent nor the exercise of, or failure to exercise, any right, power or remedy in this instrument conferred upon Agent shall be deemed or construed to obligate Agent, or its successors or assigns, to pay any sum of money, take any action or incur any liability in connection with the Assigned Collateral hereby assigned to Agent. It is further agreed and understood by Assignor that neither Agent nor its successors or assigns shall be liable in any way for any costs, expenses or liabilities connected with, or any charges or liabilities resulting from, such Assigned Collateral.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, portable document format (.pdf) or other electronic means shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Assignment (it being understood that, for the purpose of recording this Assignment, original counterparts are required).

This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

[Remainder of page intentionally blank; signature page follows.]

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

IV – CVCF CS I TRUST,
a Delaware statutory trust

By: **Invictus – CVCF I, LLC,**
not in its individual capacity but solely as Trustee
of IV – CVCF CS I Trust

By: *Bill Wang*
Name: Bill Wang
Title: Authorized Signatory

STATE OF NEW YORK)
) ss
COUNTY OF Suffolk

On April 26, 2019 before me, Kevin Ansel, NOTARY PUBLIC, personally appeared Bill Wang, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State set forth above that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *K Ansel*

KEVIN F ANSEL
Notary Public, State of New York
Registration #01AN6356263
Qualified In Suffolk County
Commission Expires March 27, 2021

(Seal)

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EXHIBIT A
to Collateral Assignment of Loan and Loan Documents

Legal Description

(See attached.)

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COOK COUNTY
RECORDER OF DEEDS

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Exhibit A: Legal Description

Parcel 1:

Lot 3 in Elk Grove Town Center subdivision, being a resubdivision in part of the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 1, 2018 as document no. 1821345039.

Parcel 2:

Non exclusive easement for Ingress, Egress and parking for the benefit of parcel one as created by reciprocal easement agreement between Elk Grove Village, Elk Grove Town Center, L.L.C. And the Board of Trustees of the Village of Elk Grove village dated as of March 13, 1997 and recorded August 5, 1997 as document number 97566666 over the Land West and adjoining as described therein.

Parcel 3:

Non exclusive easement for Ingress, Egress and parking for the benefit of parcel one as created by reciprocal easement agreement between Elk Grove Town Center, L.L.C. And Beverly Trust Company, as trustee under trust agreement dated June 24, 1997 and known as trust number 74-2478 dated July 25, 1997 and recorded August 5, 1997 as document number 97566670 over the Land South and adjoining as described therein.

Parcel 4:

Easements for the benefit of Parcel One as granted by Section 3(a) for ingress and egress; Section 3(D) to use such portions of the granting owner's parcel for the location of and to reconstruct and maintain any roofs, building overhangs, awnings and other similar appurtenances to the grantee's building; section 4 for parking; section five for utility lines; and Section 13(e) for "inline fixtures", of the Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded August 1, 2018, as document no. 1821345042 and Scrivener's Affidavit recorded September 24, 2018 as document number 1826717019 which includes pages missing from the original August 1, 20 '18 recording.

Parcel 5:

Non exclusive easements for ingress, egress, and parking for the benefit of parcel one as created by the Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded August 1, 2018 as document number 1821345042 and Scrivener's Affidavit recorded September 24, 2018 as document number 1826717019.

Property Address: Lot 3, commonly known as a part of 980 Elk Grove Town Center, Elk Grove Village, IL 60007

PIN: 08-32-202-02 1-0000