

# UNOFFICIAL COPY

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This Document Prepared by  
and after Recording Return to:

Drew J. Scott, Esq.  
Scott & Kraus, LLC  
150 S. Wacker Drive, Suite 2900  
Chicago, Illinois 60606

Doc#: 1920315164 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 07/22/2019 01:22 PM Pg: 1 of 14

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## ASSIGNMENT OF RENTS AND LEASES

**THIS ASSIGNMENT OF RENTS AND LEASES** dated as of July 19, 2019 (this "**Assignment**"), is executed by **432 POPLAR DRIVE, LLC**, an Illinois limited liability company ("**Assignor**"), to and for the benefit of **CIBC BANK USA**, an Illinois banking corporation ("**Assignee**").

### RECITALS

A. Pursuant to the terms and conditions of that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Owner Loan Agreement**") by and among Assignor, 7445 SHERIDAN ROAD, LLC, an Illinois limited liability company, 3701 W. 183RD STREET, LLC, an Illinois limited liability company, CITADEL ESTATES-HAZEL CREST, LLC, an Illinois limited liability company ("**Hazel Crest Opco**"), THE WATERFORD, LLC, an Illinois limited liability ("**Waterford Opco**"), and CITADEL CARE CENTER-WILMETTE, LLC, an Illinois limited liability company ("**Wilmette Opco**") (each, a "**Borrower**", and jointly and severally, "**Borrowers**"), and Assignee, Assignee has agreed to make loans to Borrowers in the maximum principal amount of Fifteen Million One Hundred Sixty Thousand and No/100 dollars (\$15,160,000.00) (the "**Owner Loan**").

B. The Owner Loan will be evidenced by that certain Term Note of even date herewith in the principal amount of Fifteen Million One Hundred Sixty Thousand and No/100 dollars (\$15,160,000.00) made by Borrowers, made payable to the order of Assignee totaling the amount of the Owner Loan (as amended, restated, supplemented or otherwise modified from time to time, the "**Owner Note**"), and due on the Maturity Date (as defined in the Owner Loan Agreement), except as they may be extended or accelerated pursuant to the terms hereof, of the Owner Note or the Owner Loan Agreement or any of the other Loan Documents (as defined in the Owner Loan Agreement) (collectively, and each as amended, restated, supplemented or otherwise modified from time to time, the "**Owner Loan Documents**").

C. Pursuant to the terms of that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Operator Loan Agreement**"), and collectively with the Owner Loan Agreement, the "**Loan**

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**Agreement**") by and among Hazel Crest Opco, Waterford Opco and Wilmette Opco (collectively, "**Operators**"), Assignee has agreed to make revolving loans to Operators in the aggregate maximum principal amount up to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "**Operator Loan**", and collectively with the Owner Loan, the "**Loans**").

D. The Operator Loan will be evidenced by that certain Promissory Note executed by Operators and made payable to the order of Assignee totaling the amount of the Operator Loan (as amended, restated, supplemented or otherwise modified from time to time, the "**Operator Note**", and collectively with the Owner Note, the "**Notes**"), and due on Maturity Date (as defined in the Operator Loan Agreement), except as it may be extended or accelerated pursuant to the terms hereof, of the Operator Note or the Operator Loan Agreement or any of the other Loan Documents (as defined in the Operator Loan Agreement) (collectively, and each as amended, restated, supplemented or otherwise modified from time to time, the "**Operator Loan Documents**", and collectively with the Owner Loan Documents, the "**Loan Documents**").

E. A condition precedent to Assignee's extension of the Loans to Borrowers is the execution and delivery by Assignor of this Assignment.

## AGREEMENTS

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in **Exhibit A** attached hereto and made a part hereof and the improvements thereon (said land and improvements being hereinafter referred to collectively as the "**Premises**"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "**Leases**"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants hereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Borrowers and Operators when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Borrowers or Operators under or with respect

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to the Loan Documents; and (iii) all costs and expenses paid or incurred by Assignee in enforcing Assignee's rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Borrowers and Operators of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases of the portion of the Premises owned by it;

(c) Except for Permitted Exceptions, there is no other existing assignment of Assignor's entire or any part of their interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) There are no defaults by the landlord and, to Assignor's knowledge, there are no material defaults by tenants, under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not enter into any additional Leases;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

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(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval required or permitted by such terms and provisions, or cancel or terminate any Lease, without Assignee's prior written consent;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the applicable Assignor and Assignee;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at their sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as Assignee, Assignee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the applicable Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenant and agree that upon the request of Assignee they will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. **Rights Prior to Default.** Unless or until an "**Event of Default**" (as defined in Section 6 hereof) shall occur and be continuing, Assignor shall have the right to collect, at the time (but in no event more than 30 days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** Each of the following shall constitute an "**Event of Default**" under this Assignment:

(a) Assignor fails to pay any amount payable under this Assignment when any such payment is due in accordance with the terms hereof.

(b) Assignor fails to perform or observe, or to cause to be performed or observed, any other obligation, covenant, term, agreement or provision required to be performed or observed by Assignor under this Assignment.

(c) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents, and such failure shall continue for a period of thirty (30) days after the date Assignor obtains actual knowledge of such failure or the date Assignor receives written notice of such failure.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence and during the continuance of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so,



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without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing made by Assignor in favor of Assignee of even date herewith (the "Mortgage") or any other lien or security interest granted by the Loan Documents:

(a) Assignee may declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable.

(b) Assignee may enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper.

(c) Assignee may either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee.

(d) Assignee may make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Funds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15 1101 et seq., Illinois Compiled Statutes, as amended), and, unless otherwise specified in such statute, in such order as Assignee shall elect in its sole and absolute discretion.

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9. **Limitation of the Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, or undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and do hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incur as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage, shall constitute or be construed as constituting Assignee a "Assignee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its or their rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its or their rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by them for the satisfaction of the obligations secured hereby without prejudice to any of Assignee's rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

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12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Compliance with Law of State.**

(a) If any provision in this Assignment shall be inconsistent with any provision of the applicable laws of the State in which the Premises are located, such laws shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with such laws.

(b) If any provision of this Assignment shall grant to Assignee any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Assignee under applicable laws of the State in which the Premises are located in the absence of said provision, Assignee shall be vested with the powers, rights and remedies granted by such laws to the full extent permitted by law.

14. **Incorporation of Sections 12.2 and 12.3 of Loan Agreement.** The provisions of Sections 12.2 and 12.3 of each Loan Agreement are hereby incorporated into and made a part of this Assignment.

15. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

16. **Joint and Several; Successors and Assigns.** The obligations of Assignor under this Assignment shall be joint and several. This Assignment is binding upon Assignor and their legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

17. **Prior Agreements; No Reliance; Modifications.** This Assignment shall represent the entire, integrated agreement between the parties hereto relating to the subject matter of this Assignment, and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. Assignor acknowledges they are executing this Assignment without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein. This Assignment and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Assignment.

18. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have



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fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

19. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

20. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

21. **Captions.** The captions and headings of various Sections of this Assignment and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

22. **Gender and Number.** Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

23. **Counterparts; Electronic Signatures.** This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Assignment maintained by Assignee shall be deemed to be an original.

24. **Construction.** Each party to this Assignment and legal counsel to each party have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

25. **Litigations Provisions.**

(a) **Consent to Jurisdiction.** ASSIGNOR CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, AND OF ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED, IN WHICH ANY LEGAL PROCEEDING MAY BE COMMENCED OR PENDING RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

(b) **Service of Process.** ASSIGNOR AGREES THAT PROCESS IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE SERVED ON ASSIGNOR AT ANY LOCATION.

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(c) Consent to Venue. ASSIGNOR AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST ASSIGNOR IN ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED. ASSIGNOR WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE FROM ANY SUCH COURT.

(d) No Proceedings in Other Jurisdictions. ASSIGNOR AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST ASSIGNEE RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR IF A LEGAL PROCEEDING IS COMMENCED BY ASSIGNEE AGAINST ASSIGNOR IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

(e) Waiver of Jury Trial. ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]

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

**432 POPLAR DRIVE, LLC**, an Illinois limited liability company

By:

  
\_\_\_\_\_  
Jonathan Aaron, Manager

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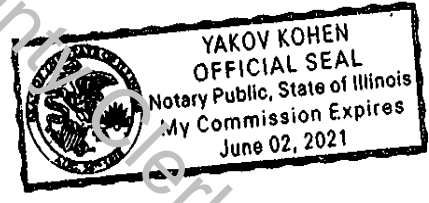
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that JONATHAN AARON, the Manager of 432 POPLAR DRIVE, LLC, an Illinois limited liability company, 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 that he signed, delivered and attested the said instrument as his free and voluntary act and as the free voluntary act of the foregoing company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this July 1, 2019.

*YK*  
\_\_\_\_\_  
Notary Public

My commission expires: 6/2/21



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 5 (EXCEPT THE NORTH 16 FEET) AND LOT 6 IN THE SUBDIVISION OF SWARTOUT'S RESUBDIVISION OF LOTS 4 AND 5 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 5 IN OWNER'S SUBDIVISION OF LOT 6 IN BLOCK 11 IN WILMETTE VILLAGE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 1 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT 2 IN MCNAMEE'S RESUBDIVISION OF PART OF LOTS 5, 6, 7 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN VILLAGE OF WILMETTE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF OUILMETTE RESERVATION, ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 1 IN MCNAMEE'S RESUBDIVISION OF PART OF LOTS 5, 6, 7 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN VILLAGE OF WILMETTE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF OUILMETTE RESERVATION, ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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PARCEL 6:

LOTS 2, 3, 4 AND THE NORTHWESTERLY 6 FEET OF LOT 5 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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05-34-121-051-0000

05-34-121-042-0000

05-34-121-048-0000

Property Address:

432 Poplar Drive  
Wilmette, Illinois 60091