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Edward M. Moody
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Michael D. Moriarty, Esq.
FROST BROWN TODD LLC
201 North Illinois Street, Suite 1900
P.O. Box 44961
Indianapolis, IN 46244-0961
(317) 237-3800

ENTERPRISE CENTRE LLC, an Illinois limited liability company, as assignor

(Assignor)

to

MINNESOTA LIFE INSURANCE COMPANY, a Minnesota corporation, as assignee

(Assignee)

ASSIGNMENT OF LEASES AND RENTS

Dated: As of October 15, 2019

Location: 2205-2255 Enterprise Drive, Westchester,
Illinois 60154

County: Cook

Permanent Index #: 15-30-205-004-0000 Vol 174

When Recorded Return To (CF/MA)
First American Title Insurance Company
National Commercial Services
121 S. 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS 472316

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made this 15 day of October, 2019, by ENTERPRISE CENTRE LLC, an Illinois limited liability company, whose post office address is 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604 (hereinafter referred to as the "Assignor"), to MINNESOTA LIFE INSURANCE COMPANY, a Minnesota corporation, its successors and assigns (hereinafter referred to as the "Assignee"), whose address is c/o Securian Asset Management, Inc., 400 Robert Street North, St. Paul, Minnesota 55101-2098, Attention: Mortgage Servicing Dept., WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor in and to all leases now or hereafter entered into whether oral or written which demise any portion of the real estate described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises"), together with any and all extensions and renewals thereof (all such leases being hereinafter collectively referred to as the "Leases"), together with any guarantees of the tenants' obligations thereunder, together with the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of said Leases or out of the Premises or any part thereof, together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases (the "Tenants"), together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded (hereinafter referred to as the "Rents"), all for the purpose of securing the following (hereinafter collectively referred to as the "Indebtedness"):

ONE. Payment of the amount evidenced by that certain Promissory Note (hereinafter referred to as the "Note") (including any extensions or renewals thereof) in the principal sum of Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000.00) dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Assignee, secured by a Mortgage and Security Agreement and Fixture Financing Statement (hereinafter referred to as the "Security Instrument") of same date from the Assignor to the Assignee upon the Premises, filed for record in the County of Cook, State of Illinois (Capitalized terms used but not defined in this Assignment shall have the meanings provided in the Security Instrument.);

TWO. Payment of all other sums with interest thereon becoming due and payable to the Assignee set forth herein and in the Note and the Security Instrument;

THREE. Performance and discharge of each and every obligation, covenant and agreement of the Assignor set forth herein and in the Note and the Security Instrument.

AND THE ASSIGNOR FURTHER AGREES, ASSIGNS AND COVENANTS:

1. LEASES

The Assignor will, at its own cost and expense, perform and comply with, all of the obligations, covenants and agreements of Assignor under the Leases; and use commercially reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the respective Tenants. Without the prior written consent of the Assignee, the Assignor will not borrow against,

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pledge, or assign any of the Assignor's rights under the Leases or any rentals due thereunder; consent to a subordination or assignment of the interest of the Tenants to any party other than the Assignee; collect Rents under the Leases for more than one (1) month in advance or reduce the amount of the Rents or other payments thereunder; waive, excuse or release any Tenant of or from its obligations, covenants, conditions and agreements to be performed; or incur any indebtedness to the Tenants.

1.1 CREDIT LEASES.

With respect to all Leases of the Premises which demise twenty percent (20%) or more of the net rentable square feet of the Premises (when aggregated with all other Leases on the Premises with the same Tenant or a Tenant under common control with such Tenant) (hereinafter referred to as "Credit Leases"), the Assignor agrees that it will not (i) modify, extend, renew, terminate, accept a surrender of or in any way alter the terms of the Credit Leases nor waive, excuse, condone or in any manner release or discharge the Tenants of or from their obligations; or (ii) enter into any additional Credit Leases, each without the prior written consent of the Assignee, which shall not be unreasonably withheld.

1.2 ALL LEASES.

With respect to all Leases, the Assignor covenants and agrees that: (i) it shall lease all space on the Premises at market rental rates at the time such lease is executed unless approved in writing by the Assignee; (ii) the Leases shall be made at arms-length with independent tenants unaffiliated with the Assignor or its owners; (iii) it shall enter into leases with terms of ten (10) years or less (excluding any renewals thereon) except as otherwise approved in writing by the Assignee; and (iv) any action taken with respect to any Lease shall be taken in the ordinary course of the Assignor's business in conformance with commercially reasonable and prudent business practice. The Assignor will deliver copies of all Lease amendments and new Leases to the Assignee within thirty (30) days after execution whether or not the prior written consent of the Assignee was required for such amendment or new Lease. Notwithstanding the above provisions, upon the occurrence and during the continuance of a default or an Event of Default, as defined in the Security Instrument, all Leases and amendments to Leases shall require the prior written approval of the Assignee. If a tenant requests a subordination, non-disturbance and attornment agreement ("SNDA") and the Lender agrees to provide one, such SNDA shall be created from the Lender's form without modification.

2. **PROTECT SECURITY**

At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder, and to pay all costs and expenses of the Assignee, including reasonable attorney's fees, in any such action or proceeding in which the Assignee in its sole discretion may appear.

3. **REPRESENTATIONS**

With respect to the Leases disclosed to the Assignee in the rent roll titled Rent Roll dated October 1, 2019 and certified by the Assignor (the "Rent Roll"), the Assignor represents and warrants, for the purpose of inducing the Assignee to make the Loan, that: (a) it is now the absolute owner of the Leases with full right and title to assign the same and the Rents due thereunder; (b) the Leases are valid, in full force and effect and have not been terminated, modified or amended in any way; (c) as of the date hereof, the Tenants have unconditionally accepted their leased premises, are in actual

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occupancy thereof and are conducting business therefrom on a current rent-paying basis; (d) there are no outstanding assignments or pledges of the Leases or Rents due thereunder; (e) there are no existing defaults under the provisions of the Leases on the part of the Assignor or, to the Assignor's best knowledge, on the part of any Tenant; (f) no Rents have been waived, anticipated, discounted, compromised, released or prepaid more than one (1) month in advance; (g) the Tenants have no defenses, setoffs, or counterclaims against the Assignor; (h) unless otherwise indicated on the Rent Roll, none of the Tenants have an option or right of first refusal to purchase the Premises or any portion thereof or, except as set forth in the Rent Roll, any right to shorten the term of its tenancy; (i) all tenant improvements with respect to the area demised by the Leases have been fully completed and paid for and the Assignor is not indebted to Tenants in any way for payment of the cost of such tenant improvements nor do any of the Tenants have a credit or right of setoff against rent due under the Lease in connection with the cost of such tenant improvements; and (j) except for the Tenants and Leases, no person nor entity other than the Assignor has any possessory rights in the Premises, and none of the Tenants claim to be in possession of all or any part of the Premises except under the terms of the Leases.

4. PRESENT ASSIGNMENT

This Assignment shall constitute a perfected, absolute and present assignment, provided, the Assignor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until an Event of Default shall occur, as defined in the Security Instrument. Except as permitted in Section 1 hereof, the Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases.

5. REMEDIES

Upon or at any time during the continuance of an Event of Default, as defined in the Security Instrument, the Assignee, without regard to waste, adequacy of the security or solvency of the Assignor, may declare all Indebtedness immediately due and payable, may revoke the privilege granted the Assignor hereunder to collect the Rents, and may, at its option, without notice, either:

- (a) In person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require the Assignor to give, notice to the Tenants authorizing and directing the Tenants to pay all Rents directly to the Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee hereunder; and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents, and do any acts which the Assignee deems proper to protect the security hereof; or
- (b) Apply for appointment of a receiver in accordance with the statutes and law made and provided for, which receivership the Assignor hereby consents to, who shall collect the Rents; manage the Premises so as to prevent waste; execute Leases within or beyond the period of receivership; perform the terms of this Assignment and apply the Rents as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Security Instrument or invalidate any act done

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pursuant to said notice, nor in any way operate to prevent the Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the documents evidencing the Loan (the “**Loan Documents**”). The rights and powers of the Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Security Instrument and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains. The purchaser at any foreclosure sale, including the Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate provided in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

6. APPLICATION OF RENTS

Upon or at any time during the continuance of an Event of Default, as defined in the Security Instrument, any Rents collected shall be applied in such order as the Assignee shall deem proper to the operation and management of the Premises regardless of whether a receiver is appointed as provided for herein including: (a) to payment of all fees of any receiver appointed hereunder; (b) to application of the Tenant’s security deposits; (c) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Security Instrument so requires, to the periodic escrow for payment of the taxes or special assessments then due; (d) to payment when due of premiums for insurance of the type required by the Security Instrument or, if the Security Instrument so requires, to the periodic escrow for the payment of premiums then due; and (e) to payment of all expenses for normal maintenance of the Premises. Any Rents remaining after application of the above items shall be applied to the Indebtedness.

7. NO LIABILITY FOR THE ASSIGNEE

The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee’s security and the Assignor hereby agrees that nothing herein contained and no actions taken by the Assignee pursuant to this Assignment, including, but not limited to, the Assignee’s approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor to pay the Indebtedness. The Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by the Assignee pursuant to this Assignment.

8. ASSIGNOR TO HOLD ASSIGNEE HARMLESS

The Assignor shall and does hereby agree to indemnify and to hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. The amounts of all such liability under this indemnity provision, including costs, expenses, and reasonable

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attorney's fees incurred by the Assignee in defending against such claims or demand, shall be secured by this Assignment and added to the Indebtedness. The Assignor shall reimburse the Assignee for such amounts immediately upon demand, and the continuing failure of the Assignor to do so shall constitute a default hereunder and an Event of Default under the Security Instrument.

9. SECURITY DEPOSITS

Upon the occurrence of an Event of Default, the Assignor agrees upon demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without any allowance of interest thereon, except statutory interest accruing to the benefit of the Tenants, and shall become the absolute property of the Assignee upon a default hereunder or an Event of Default under the Security Instrument to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the Tenants for any such security deposit.

10. AUTHORIZATION TO TENANTS

The Tenants are hereby irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed hereunder without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of Indebtedness owing to the Assignee, or the existence of any default in the Note, the Security Instrument, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor hereby irrevocably directs and authorizes the Tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Security Instrument or that the Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Assignee or such receiver, the Assignor agrees that the Tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such Tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

11. SATISFACTION

Upon the payment in full of all Indebtedness as evidenced by a recorded satisfaction of the Security Instrument executed by the Assignee, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

12. ASSIGNEE CREDITOR OF THE TENANTS

Upon the occurrence and during the continuance of an Event of Default as defined in the Security Instrument, the Assignor agrees that the Assignee, and not the Assignor, shall be and be deemed to be the creditor of the Tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Indebtedness.

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13. ASSIGNEE ATTORNEY-IN-FACT

The Assignor hereby irrevocably appoints the Assignee and its successors and assigns as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as this Assignee may deem necessary to make this Assignment and any further assignment effective.

14. SUBSEQUENT LEASES

Until the Indebtedness shall have been paid in full, the Assignor will deliver to the Assignee executed copies of any and all other and future Leases upon all or any part of the said Premises and agrees to make, execute and deliver unto the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to the Assignee or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time upon request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may request.

15. GENERAL ASSIGNMENT OF LEASES AND RENTS

The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in Section 6 of the Security Instrument, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The giving of this Assignment is a condition precedent of the Assignee's to the making of the loan evidenced by the Loan Documents.

16. NO MORTGAGEE IN POSSESSION

Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."

17. CONTINUING RIGHTS

The rights and powers of the Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.

18. SUCCESSORS AND ASSIGNS

This Assignment and each and every covenant, agreement and provision hereof shall be binding upon the Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of the Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is or becomes a party to this Assignment.

19. GOVERNING LAW

This Assignment shall be governed by the laws of the State in which the Premises are located.

20. VALIDITY CLAUSE

It is the intent of this Assignment to confer to the Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not

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render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

21. NOTICES

Any notice which any party hereto may desire or may be required to give to any other party shall be delivered in writing to the receiving party's address as set forth on Page 1 of this Assignment or to such other address as such party may, by notice in writing, designate as its address. Any such notice may be (a) mailed by United States postage pre-paid certified mail, return receipt requested, (b) sent by a nationally recognized overnight carrier that provides for a return receipt and for which delivery charges are prepaid, or (c) delivered by hand. Any such notice shall constitute service of notice hereunder three (3) days after the mailing thereof by certified mail, one (1) day after the sending thereof by overnight carrier, and the day of delivery by hand.

22. COSTS OF ENFORCEMENT

The Assignor agrees that if, and as often as, this Assignment is given to an attorney to defend or enforce any of Assignee's rights hereunder, Assignor shall pay Assignee's reasonable attorneys' fees and all costs and expenses (including those related to any litigation, mediation, arbitration, bankruptcy or administrative proceedings) incurred in connection therewith.

23. NON-RECOURSE LOAN AND RECOURSE OBLIGATIONS

The liability of the Assignor for the indebtedness and for the performance of the other agreements, covenants and obligations contained in the Note, the Security Instrument, this Assignment and the other Loan Documents shall be limited as set forth in the Note.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Leases and Rents to be executed as of the date first above written.

Enterprise Centre LLC, an Illinois limited liability company

By: *Gerald Lee Nudo*
Gerald Lee Nudo, Manager

and

By: *[Signature]*
Laurence H. Weiner, Manager

STATE OF ILLINOIS

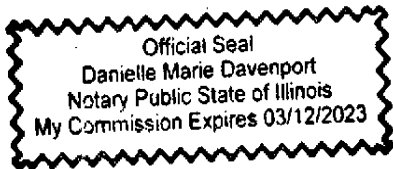
COUNTY OF

Danielle Marie Davenport
I, *Danielle Marie Davenport*, a Notary Public in and for the county and state set forth above, CERTIFY that Gerald Lee Nudo, as Manager of Enterprise Centre LLC, an Illinois limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act as such authorized party and as the free and voluntary act of said limited liability company for the uses and purposes described it in this instrument.

Given under my hand and notarial seal this 10 day of October, 2019.

My commission expires: 3-12-2023

[SEAL]



Danielle Marie Davenport
NOTARY PUBLIC

Danielle Marie Davenport
Printed Name

County of Residence: COOK

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STATE OF ILLINOIS)

COUNTY OF)

I, Danielle Marie Davenport

a Notary Public in and for the county and state set forth above, CERTIFY that Laurence H. Weiner, as Manager of Enterprise Centre LLC, an Illinois limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act as such authorized party and as the free and voluntary act of said limited liability company for the uses and purposes described it in this instrument.

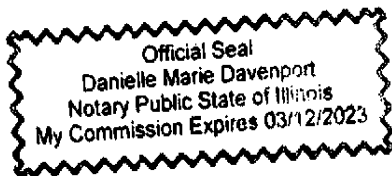
Given under my hand and notarial seal this 10 day of October, 2019.

My commission expires: 3-12-2023

[SEAL]

Danielle Marie Davenport
NOTARY PUBLIC

Danielle Marie Davenport
Printed Name



County of Residence: COOK

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EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2, LYING NORTH OF THE FOLLOWING LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY LINE OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

Street Address: 2205-2255 Enterprise Drive
Westchester, IL 60154

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