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Edward M. Moody
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Date: 12/17/2019 09:48 AM Pg: 1 of 14

RECORDATION REQUESTED BY:

FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

WHEN RECORDED MAIL TO:

FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Central Loan Operations
FNBC Bank and Trust
620 W Burlington Ave
LaGrange, IL 60525

190208164w
2019

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated December 11, 2019, is made and executed between Bubbly Creek LLC, an Illinois limited liability company (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W Burlington Ave, LaGrange, IL 60525 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 3615 S Iron Street, Chicago, IL 60609. The Property tax identification number is 17-32-300-097-0000, 17-32-300-149-0000, 17-32-300-105-0000, 17-32-300-141-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED

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ASSIGNMENT OF RENTS (Continued)

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DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do

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ASSIGNMENT OF RENTS (Continued)

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any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

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ASSIGNMENT OF RENTS (Continued)

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Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

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ASSIGNMENT OF RENTS (Continued)

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Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

EXHIBIT "A" LEGAL DESCRIPTION. An exhibit, titled "Exhibit "A" Legal Description," is attached to this Assignment and by this reference is made a part of this Assignment just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Assignment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law

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provisions. This Assignment has been accepted by Lender in the State of Illinois.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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ASSIGNMENT OF RENTS (Continued)

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Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Bubby Creek LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Bubby Creek LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means FNBC Bank and Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated December 11, 2019, in the original principal amount of \$775,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.500% per annum based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$4,927.00 each and one irregular last payment estimated at \$646,211.17. Grantor's first payment is due January 5, 2020, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on December 5, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan

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ASSIGNMENT OF RENTS (Continued)

agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 11, 2019.

GRANTOR:

BUBBLY CREEK LLC

By: _____

Robert W Cunningham, Managing Member of Bubbly Creek LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

) SS
)

On this 11 day of December, 2019 before me, the undersigned Notary Public, personally appeared **Robert W Cunningham, Managing Member of Bubbly Creek LLC**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By _____

Residing at IL

Notary Public in and for the State of IL

My commission expires 10-23-2021



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ASSIGNMENT OF RENTS (Continued)

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Property of Cook County Clerk's Office

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EXHIBIT "A" LEGAL DESCRIPTION

This EXHIBIT "A" LEGAL DESCRIPTION is attached to and by this reference is made a part of the ASSIGNMENT OF RENTS, dated December 11, 2019, and executed in connection with a loan or other financial accommodations between FNBC BANK AND TRUST and Bubbly Creek LLC.

Parcel 1:

That part of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, which lies South of a line drawn perpendicular to the East line of Iron Street right of way (30 feet wide) of the Chicago Junction Railway Company from a point thereon which is 1023 feet South of the North line of the Southwest 1/4 of Section 32, North of a line drawn perpendicular to said East right of way line from a point thereon which is 1385.55 feet South of said North line of the Southwest 1/4; West of the South Fork of the South Branch of the Chicago River and East of a line described as follows: beginning at a point on the above described North boundary of the property herein described which is 318.90 feet East of said East right of way line of said railway, and running thence Southwestwardly along the arc of a circle having a radius of 320.06 feet and convex Easterly, a distance of 71.33 feet to a point which is 70.55 feet South of said North boundary line and 309.45 feet East of said East right of way line, both by perpendicular measure; thence Southwestwardly along a straight line, a distance of 34.91 feet to a point which is 104.42 feet South of said North boundary line and 301.00 feet East of said East right of way line both by perpendicular measure; thence Southwestwardly along the arc of a circle, having a radius of 337.69 feet and convex Easterly, a distance of 96.60 feet to a point which is 193.55 feet South of said North boundary line and 264.62 feet East of said East right of way line both by perpendicular measure; thence Southwestwardly along a straight line, a distance of 74.32 feet to a point which is 257.65 feet South of said North boundary line and 227.01 feet East of said East right of way line both by perpendicular measure; thence Southwestwardly along the arc of a circle having a radius of 222.01 feet and convex Westerly, a distance of 104.24 feet to a point which is 356.45 feet South of said North boundary line and 196.90 feet East of said East right of way line, both by perpendicular measure; thence South along a line parallel to said East right of way line, a distance of 6.11 feet to a point on the above described South boundary line which is 196.90 feet East of said East right of way line (except the South 21 feet of the West 134.62 feet as measured on the South line thereof); excepting therefrom a strip of Land 21 feet wide from North to South located in the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, the South line of said strip being part of a line which extends East from and perpendicular to East line of Iron Street right of way (30 feet wide) of Chicago Junction Railway Company from a point which is 1385.55 feet South from North line of said Southwest 1/4 of Section 32, said strip being more particularly described as follows: beginning at a point on above described South line which is 331.52 feet East of said East line of right of way and running thence North perpendicular to said above described South line, a distance of 21 feet; thence East parallel with said South line, a distance of 54.73 feet to Westerly Dock Line of South Fork of the South Branch of the Chicago River; thence Southerly along said Westerly Dock Line, a distance of 21.10 feet to above described South line and thence West along said South line, a distance of 56.76 feet to point of beginning, all in Cook County, Illinois.

Parcel 1-'A':

Easement for the benefit of Parcel 1, as created by Deed from the Trustees of the Central Manufacturing District to Victor Real Estate Company, a corporation of Illinois, dated March 1, 1951 and recorded March 13, 1951 as document number 15029481, for passageway along and for ingress and egress, over: an irregular shaped Parcel of Land, situated in the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, the North line of which Parcel is a straight line, drawn perpendicular to the East line of Iron Street right of way (30 feet wide) of the Chicago Junction Railway Company, from a point thereon which is 1023 feet South of the North line of said Southwest 1/4 of Section 32, said Parcel being described as follows: beginning at a point on the above described straight line which is 278.20 feet East of said East right of way line, said point of beginning being also the Northeast corner of the Land conveyed to Reed and Prince Manufacturing Company, by Deed recorded in the recorder's office of Cook County, Illinois, as document number 10556847 and running thence Southwestwardly along the East line of the Land so conveyed, a distance of 15 feet; thence Southeastwardly, a distance of 45.54 feet to a point on the Westerly line of the

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Land to which this easement appertains, which is 40 feet South of said straight line; thence Northwestwardly along said Westerly line, being the arc of a circle having a radius of 320.06 feet and convex Easterly, a distance of 40.17 feet to a point on said straight line which is 318.90 feet East of said Easterly right of way line and thence West along said straight line a distance of 40.70 feet to the point of beginning, in Cook County, Illinois.

Parcel 1-'B':

Easement for the benefit of Parcel 1 as created by Deed from the Trustees of the Central Manufacturing District to Reed and Prince Manufacturing Company, dated December 16, 1929 and recorded December 18, 1929 as document number 10556847, for passageway along and for ingress and egress over: the Northerly 15 feet of that part of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: to-wit: beginning at a point on the East line of the South 30 foot right of way of the Chicago Junction Railway Company lying East of and adjoining the East line of Iron Street (a private street) 1022 feet South of the North line of the Southwest 1/4 of said Section 32; thence East on a line at right angles to said East line of the right of way of the Chicago Junction Railway Company, 278.2 feet to a point; thence South 29.85 feet on a straight line forming an angle of 90 degrees and 05 minutes with the last described line South to West, to a point of curve; thence Southerly on a curve tangent to last described straight line convex to the Southeast having a radius of 372.8 feet to its intersection with a line drawn at right angles to the East line of said 30 foot right of way of the Chicago Junction Railway Company from a point 1088 feet South of the North line of said Southwest 1/4 of said Section 32, measured along the East line of said 30 foot right of way; thence West on last described line to said point in the East line of the 30 foot right of way of the Chicago Junction Railway which is 1088 feet South of the North line of said Southwest 1/4 of Section 32, measured along the East line of said 30 foot right of way; thence North on the East line of said right of way, a distance of 65 feet to the point of beginning, in Cook County, Illinois.

Parcel 1-'C':

Easement for the benefit of Parcel 1 as created by Deed from John A. Spoor and Arthur G. Leonard, as trustees to Edward Rosing dated May 3, 1913 and recorded June 6, 1913 as document number 5201047, for passageway along and for ingress and egress, over: the South 15 feet of that part of the East 1/2 of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the point of intersection of a line parallel to and 733 feet South from the North line of said Southwest 1/4 with the Easterly line of the 30 foot right of way of the Chicago Junction Railway Company; thence Southerly on said right of way line 260 feet; thence Easterly at right angles from said right of way line 353.22 feet more or less to the Westerly Dock of the South Fork of the South Branch of the Chicago River; thence Northwesterly along said Dock 268.56 feet to its intersection with a line parallel to and 763 feet South from the North line of the Southwest 1/4 of Section 32 aforesaid; and thence West on last described line 328.24 feet more or less to the point of beginning, in Cook County, Illinois.

Parcel 1-'D':

Easement for the benefit of Parcel 1 as created by Deed from the Trustees of the Central Manufacturing District to Victor Real Estate Company, a corporation of Illinois, dated March 1, 1951 and recorded March 13, 1951 as document number 15029481, for passageway along and for ingress and egress over: that real estate described as commencing at the Southwest corner of said Land reserved for a private alley by document number 10556847; thence West 30 feet in a straight line which is an extension of the South boundary line of said last mentioned private alley; thence North 30 feet along the East line of South Iron Street; thence East 30 feet on a straight line which is an extension of the North boundary line of that private alley reserved by document number 5201047; thence South 30 feet along the East line of the Iron Street right of way of the Chicago Junction Railway Company to the point of beginning, in Cook County, Illinois.

Parcel 1-'E':

Easement for the benefit of Parcel 1 as created by Deed from the Trustees of the Central Manufacturing District to Victor Real Estate Company, a corporation of Illinois, dated March 1, 1951 and recorded March 13, 1951 as document number 15029481, for passageway along and for ingress and egress over: an irregular shaped

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parcel of Land, situated in the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, the South line of which parcel is a straight line drawn perpendicular to the East line of Iron Street right of way (30 feet wide) of the Chicago Junction Railway Company, from a point thereon which is 1380.80 feet South of the North line of said Southwest 1/4 of Section 32, said parcel being described as follows:: beginning at a point on the above described straight line which is 51 feet East of said East right of way line and running thence East along said straight line, which is also the North line of the Land conveyed to Hatley Cold Storage Company by Deed recorded in the recorder's office of Cook County, Illinois, as document number 5555048, and re-recorded as document number 6474617, a distance of 145.90 feet to the Westerly line of the Land to which this easement appertains, being 196.90 feet East of said East right of way line; thence northwesterly along said Westerly line (being a meandering line) a distance of 24.66 feet to its intersection with a line 24.50 feet North of and parallel to said straight line; thence West along said straight line, a distance of 41.73 feet to its intersection with the Easterly line of the Land conveyed to Hatley Brothers Company by Deed recorded in said recorder's office as document number 6444119; thence Southwestwardly along said Easterly line of said Land conveyed by document number 6444119, a distance of 19.21 feet to the Southeast corner of said Land so conveyed, which is 5.50 feet North of the above mentioned straight line; thence West along a line 5.50 feet North of and parallel to said straight line, a distance of 73.60 feet to the Southwest corner of said Land so conveyed; thence Northwestwardly along the Westerly line of that Land as conveyed in said document number 6444119, a distance of 5.05 feet to its intersection with a line 9.50 feet North of and parallel to said street line; thence West along the last above mentioned parallel line, a distance of 23.03 feet to the Southeast corner of the Land conveyed to 3661 Iron Street Building Corporation, by Deed recorded in said recorder's office as document number 14467969, which corner is 61.68 feet East of said East right of way line and thence Southwestwardly, a distance of 14.29 feet to the point of beginning, in Cook County, Illinois.

Parcel 1-'F':

Easement for the benefit of Parcel 1, as created by Deed from Arthur G. Leonard, and others, as Trustees to Hatley Cold Storage Company, dated August 1, 1914 and recorded December 31, 1914 as document number 5555048 and re-recorded March 4, 1919 as document number 6474617, and by Deed from said Trustees to Hatley Brothers Company, dated December 5, 1934 and recorded December 11, 1934 as document number 11521105, for passageway along and ingress and egress over: all that part or parcel of Land situated in the South East 1/4 of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at a point on the East line of the Chicago Junction Railway Co's Iron Street right of way, said point also being at the Northwest corner of the property conveyed by John A. Spoor and Frederick S. Winston, Trustees to the Hatley Cold Storage Company by deed dated April 1, 1907 and recorded in the recorder's office of Cook County, Illinois, as document number 4219186, thence East along the North property line of the Hatley Cold Storage Company, 196.9 feet; thence Northerly at right angles to the last described line, 5.5 feet; thence Northwesterly along a line parallel to and 5.5 feet North of the Hatley Cold Storage Co's North property line, to the East line of the Chicago Junction Railway Co's Iron Street right of way; thence Southerly along the Easterly right of way line of the Chicago Junction Railway Company, to the point of beginning, in Cook County, Illinois.

Parcel 1-'G':

Easement for the benefit of Parcel 1 as created by Deed from John A. Spoor and others as Trustees to Hatley Brothers Company, a corporation of Illinois, dated February 18, 1925 and recorded October 16, 1925 as document number 9068172, for passageway along and ingress and egress over: that part of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at a point in the Easterly line of the 30 foot right of way of the Chicago Junction Railway Company located East of and adjoining the private street known as Iron Street which is 1380.8 feet South of the North line of said Southwest 1/4 of Section 32; thence East at right angles to said Easterly line of the 30 foot right of way, a distance of 51 feet more or less to a point which is 7 1/2 feet Northwesterly of and measured at right angles to the center line of the Westerly track of the Chicago Junction Railway Company located at this point; thence Northeasterly on a center line to a point in a line drawn parallel with and 9 1/2 feet North of the first described course and 61.68 feet East of said Easterly line of said 30 foot right of way; thence West on last

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described course, a distance of 61.68 feet to a point in the Easterly line of the said 30 foot right of way; thence South along the Easterly line of said 30 foot right of way line and 9 1/2 feet to the point of beginning, in Cook County, Illinois.

Parcel 1-'H':

Easement for the benefit of Parcel 1 as created by Deed from the Trustees of the Central Manufacturing District to Victor Real Estate Company, a corporation of Illinois, dated March 1, 1951 and recorded March 13, 1951 as document number 15029481, for passageway along and ingress and egress over: that real estate described as commencing at the Southwest corner of the alley mentioned in document number 6474617; thence West 30 feet on a straight line which is an extension of the South boundary line of said alley; thence North along the East line of South Iron Street; thence East 30 feet in a straight line to the East line of the Iron Street right of way of the Chicago Junction Railway Company; thence South 30 feet along said last mentioned line to the point of beginning, all in Cook County, Illinois.

Parcel 1-'I':

Easement for the benefit of Parcel 1 as reserved in Deed by Victor Real Estate Company, a corporation of Illinois, to Hatley Brothers Company, a corporation of Illinois, dated July 22, 1953 and recorded July 24, 1953 as document 15677431 of an easement for ingress and egress of motor vehicles (without parking rights) and persons on foot over, above and across premises described as follows: a strip of Land 21 feet wide from North to South, located in the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, the South line of said strip being a line which extends East from and perpendicular to East line of Iron Street right of way (30 feet wide) of the Chicago Junction Railway Company from a point thereon which is 1385.55 feet South of the North line of said Southwest 1/4 of Section 32, said strip being more particularly described as follows: beginning at a point on the above described South line which is 196.90 feet East of said East line of said right of way and running thence East on said South line, a distance of 134.62 feet; thence North perpendicular to said South line, a distance of 21 feet; thence West parallel to said South line, a distance of 133.20 feet; thence Southwardly along the arc of a circle having a radius of 222.01 feet and convex Westerly, a distance of 14.96 feet to a point 196.90 feet (measured perpendicularly) East of said East line of said right of way and 6.11 feet (measured perpendicularly) North of said South line and thence South, a distance of 6.11 feet to the point of beginning, except the East 100.9 feet thereof, in Cook County, Illinois.

Parcel 1-'J':

Easement for the benefit of Parcel 1 as granted by instrument by Hatley Brothers Company to Victor Real Estate Corporation dated July 22, 1953 and recorded July 22, 1953 as document number 15675991, of an easement for ingress and egress of motor vehicles (without parking rights) and persons on foot over and across the South 19 feet of that part of the East 1/2 of the Southwest 1/4 of Section 23, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at a point on the East line of 30 foot right of way of the Chicago Junction Railway Company which lies East of and adjoining Iron Street, 1375.30 feet South of the North line of said Southwest 1/4, said point being on the North line of an 11 foot private alley; thence East along said North line of alley, said point being perpendicular to said East right of way line, 81.62 feet to the point of beginning; thence continuing East on last described line, 73.6 feet; thence Northeasterly on a curved line convex to the Northwest having a radius of 231.01 feet to a point which is 106.0 feet Northeasterly measured on a chord making an angle with said North line of alley 71 degrees 19 minutes East to north; thence Southwesterly 63.25 feet to a point on a line which makes an angle of 29 degrees 38 minutes with said chord; thence continuing Southwesterly on a curved line convex to the Northwest and being tangent to last described line at said point of curve and having a radius of 2292.01 feet, a distance of 63.9 feet to a point of compound curve; thence continuing in the same general direction on a curved line having a radius of 130.65 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the East 1/2 of the Southwest 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the point of intersection of a line parallel to and 763 feet

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South from the North line of the said Southwest 1/4 with the Easterly line of the 30 foot right of way of the Chicago Junction Railway Company; thence Southerly on the said right of way line 260 feet; thence Easterly at right angles from the said right of way line 353.22 feet, more or less, to the Westerly Dock of the South Fork of the South Branch of the Chicago River; thence Northwesterly along the said Dock 268.56 feet to its intersection with a line parallel to and 763 feet South from the North line of the Southwest 1/4 of Section 32 aforesaid; and thence West on the last described line 328.24 feet, more or less, to the point of beginning, in Cook County, Illinois.

THIS EXHIBIT "A" LEGAL DESCRIPTION IS EXECUTED ON DECEMBER 11, 2019.

GRANTOR:

BUBBLY CREEK LLC

By: 

Robert W Cunningham, Managing Member of Bubbly Creek LLC

Cook County Clerk's Office