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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2020 12:43 PM PG: 1 OF 9

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as this "Assignment"), made and entered into as of the 17 day of January, 2020, by **NR DEED, LLC, an Indiana limited liability company** (hereinafter referred to as "Borrower"), **CHRISTIANA TRUST, a division of WILMINGTON SAVINGS FUND SOCIETY, FSB**, ("Grantee") not in its separate capacity, but in its capacity as Custodian and Collateral Agent under a Custodial Agreement (hereinafter the "Custodial Agreement") dated as of May 1, 2016, by and among it, Borrower, InVesta Services, LLC, and **THE PIEDMONT BANK** (hereinafter referred to as "Lender").

### WITNESSETH:

FOR VALUE RECEIVED, Borrower hereby grants, transfers and immediately and collaterally assigns to Grantee, its successors and assigns (solely as Nominee and Custodian for Lender and Lender's successors and assigns), to the extent assignable, all of the right, title and interest of Borrower in and to all existing or future leases (hereinafter referred to as the "Leases") of the Premises (as herein defined) together with all changes, extensions, revisions, renewals, modifications and guarantees of performance of obligations to Borrower thereunder, and together with the rents and other proceeds of all of the foregoing relating to that certain real property located in Illinois and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"), and the improvements now or hereafter located thereon.

PIN: 31-35-415-016-0000

Commonly known as: 233 MANTUA ST, PARK FOREST, IL 604661935

Although it is the intention of Borrower and Lender that this Assignment constitutes a present and collateral assignment of the Leases to Grantee (solely as Nominee and Custodian for Lender and Lender's successors and assigns), so long as no "Event of Default" (as such term is defined in Section 2.01 hereof) shall exist, Borrower shall be entitled to manage and operate the Premises and to collect, receive, use, enjoy and apply for its own

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account all rents, issues and profits accruing by virtue of the Leases.

This Assignment is made for the purpose of securing the following described indebtedness and obligations (hereinafter referred to collectively as the "Indebtedness"):

(a) Any and all indebtedness and obligations evidenced by and arising under that certain Promissory Note (hereinafter referred to as the "Note") of even date herewith, as defined by and described in that certain Credit Agreement entered into between Borrower and Lender as of the date hereof and which is incorporated herein by this reference together with any and all renewals, modifications, consolidations, amendments and extensions of the Note and the indebtedness evidenced by the Note; and

(b) Any and all indebtedness and obligations secured by and arising under that certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith, made by Borrower in favor of Grantee, granting a first in priority conveyance of and security interest in the Premises to secure the indebtedness evidenced by the Note, together with all modifications and amendments thereto; and

(c) All advances, disbursements and payments made by Lender (i) to protect or preserve the security created by this Assignment; (ii) to protect or preserve the Premises or the conveyance and lien of the Mortgage on said Premises or for taxes or insurance premiums or other items as provided in the Mortgage; and (iii) in connection with the performance and discharge of each and every obligation, covenant and agreement of Borrower contained in the Mortgage; and

(d) The performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein in the Note and in the Mortgage; and

(e) The performance and discharge of each and every obligation, covenant and agreement of Borrower contained in any of the other agreements, documents and instruments now and hereafter existing, evidencing, securing, or in any way relating to the indebtedness evidenced and secured by the Note, the Mortgage and this Assignment (which agreements, documents, instruments, the Note, the Mortgage and this Assignment are hereinafter collectively referred to as the "Loan Documents").

Borrower and Lender agree that (i) an extension or extensions may be made of the time for payment of all or any part of the Indebtedness; (ii) the terms of the Note and the other Loan Documents may be modified or amended; and (iii) additional security may be given by Borrower, all without altering or affecting the security created by this Assignment in favor of any junior encumbrance, grantee, purchaser or other person or any person acquiring or holding an interest in said Premises or any portion thereof and without altering or releasing the

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obligation of Borrower under the Note and the other Loan Documents.

Should the Indebtedness secured by this Assignment and the other Loan Documents be paid according to the tenor and effect thereof when the same shall become due and payable, as evidenced by a recorded satisfaction or release of the Mortgage, this Assignment shall automatically become null and void and of no further force or effect and, in that event, upon the request of Borrower, Lender and Grantee covenant to execute and deliver to Borrower instruments effective to evidence the termination of this Assignment and/or the reassignment to Borrower of the rights, powers and authority granted herein.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Loan Documents:

## ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower has made no assignment of any of Borrower's rights under any of the Leases other than this Assignment; and

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from or limit Lender in acting under any of the provisions of this Assignment or in exercising any of its rights hereunder; and

(c) Borrower has obtained all consents, if any, necessary to permit (i) execution and delivery of this Assignment and transfer and assignment of the Leases; (ii) Borrower's performance and observance of each and every covenant and condition of Borrower under this Assignment and the Leases; and (iii) Borrower's meeting and satisfying each and every condition contained in this Assignment; and

(d) No action has been brought or, so far as is known to Borrower as of the date hereof, is threatened which in any way would interfere with Borrower's right to execute this Assignment and to perform all of Borrower's obligations as contained in this Assignment and in the Leases.

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

(a) Borrower will (i) fulfill, perform and observe each and every material condition and covenant of Borrower contained in the Leases; (ii) in the Event of Default, give prompt notice to Lender of any material default, event of default or claim of default under any of the Leases, given either to Borrower or by Borrower, together with a complete copy of any such default or claim; (iii) at no cost or expense to Lender, assert its diligent efforts to require the performance and observance of each and every material covenant and condition of each of the

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Leases to be performed or observed; and (iv) appear in, defend and settle any action growing out of or in any manner connected with any of the Leases or the obligations or liabilities of Borrower thereunder; and

(b) Without the prior written consent of Lender, which consent shall not be unreasonably withheld, Borrower will not (i) materially modify, amend or change any of the Leases; or (ii) waive or release any person from the performance or observance of any material obligation or condition of any of the Leases or from liability on account of any warranty given thereunder; provided however, so long as there is no uncured default under the Loan Documents, Borrower may modify, amend, or terminate the Leases in the ordinary course of business on commercially reasonable terms, without obtaining Lender's prior consent in each instance; and

(c) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower hereby indemnifies and holds Lender harmless from and against any and all claims, liabilities, losses, costs, expenses or damages (including, without limitation, court costs and attorneys' fees actually incurred) which Lender may incur under any of the Leases or under or by reason of this Assignment and from all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment, and all such claims, suits, damages, proceedings, costs and expenses shall be deemed added to the Indebtedness and shall be secured by any and all Loan Documents relating in whole or in part to the Indebtedness. This Section 1.02(c) shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Lender which occurs subsequent to the completion of a foreclosure action or acceptance of a deed in lieu of foreclosure with respect to the Premises or prior to such date if arising directly from the gross negligence or willful misconduct of Lender or its agents; and

(d) This Assignment shall be deemed a security agreement under the Uniform Commercial Code of Illinois, as amended (hereinafter referred to as the "U.C.C."), and Borrower hereby grants to Lender a security interest in and to all of Borrower's right, title and interest in the Leases and the proceeds thereof. For purposes of this security agreement, Borrower shall be deemed to be the "debtor" and Lender shall be deemed to be the "secured party," and the respective addresses of said debtor and secured party are as set forth on the first page of this Assignment.

## ARTICLE II

2.01 Event of Default. The term "Event of Default," whenever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any "Event of Default" under the provisions of

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the Note, the Mortgage or any of the other Loan Documents; or

(b) The failure by Borrower to observe or perform any covenant, condition or agreement of this Assignment and the failure to cure such default in accordance with the provisions of the Mortgage regarding curing of defaults; or

(c) The material breach of any representation, warranty or certification by Borrower contained in this Assignment or in any of the other Loan Documents, or if any representation, warranty or certification made or agreed to be made herein or therein shall prove to be false or materially misleading at the time made or reaffirmed.

2.02 Remedies. Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note, the Mortgage and under any of the other Loan Documents, and not in substitution therefore or in derogation thereof, without notice other than as may be otherwise required herein or in the other Loan Documents, all without regard to whether foreclosure proceedings have commenced and/or a final decree of foreclosure has been entered with respect to all or any part of the Premises, at the direction of Lender, Grantee (i) is authorized at any time, without notice other than as may be otherwise required herein or in the other Loan Documents, to perform any and all obligations of Borrower under any of the Leases and exercise any and all rights of Borrower therein contained as Lender deems necessary or proper, as fully as Borrower could, all without regard to the adequacy of security for the Indebtedness and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (ii) shall be entitled to do all the acts which Lender may deem necessary or proper to protect the security created by this Assignment; (iii) shall be entitled to exercise all rights and remedies afforded to Lender, as a secured party, under the U.C.C.; and (iv) may collect, and may commence, maintain, compromise or settle any one or more actions, legal or equitable, to collect, any or all rents, profits, and other benefits of the rights assigned hereunder, including those past due, and apply the same against all costs and expenses of seeking to protect, maintain, collect, or otherwise realize upon any of the rights assigned hereunder, including reasonable attorneys' fees actually incurred. Any amounts remaining after such application shall be applied to the Indebtedness, in such order of application as Lender, in its sole discretion, shall decide.

2.03 Advances by Lender. Should Grantee or Lender perform or observe any covenant or condition of Borrower under the Leases pursuant to the terms hereof, then, to the extent that Lender shall incur any costs or pay any amounts of monies in connection therewith, including any costs or expenses of litigation, such costs, expenses or payments shall be included in the Indebtedness secured by the Loan Documents and shall bear interest from the date of Lender's (or its agent's) payment thereof at the default rate of interest under the Note.

## ARTICLE III

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower, Grantee and Lender and their respective legal representatives, successors and assigns. Whenever reference is made in this Assignment to "Borrower" or

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“Lender,” such reference shall be deemed to include a reference to their respective legal representatives, successors and assigns.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Captions and article and section headings are for convenience only and shall neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Notices. All notices, requests, elections, demands and other communications required or permitted to the given hereunder shall be given in accordance with the provisions for giving notice set forth in the Credit Agreement between Borrower and Lender.

3.05 Cumulative Rights. The rights granted Lender under this Assignment or other Loan Documents or allowed it by law or equity shall be cumulative and may be exercised at any time and from time to time, concurrently or otherwise. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by Lender of any right preclude any other or future exercise thereof or the exercise of any other right. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.

3.06 Indemnification. Borrower hereby indemnifies and holds harmless Grantee and Lender from and against any and all claims, suits, damages, proceedings, costs and expenses, including legal and other professional fees, howsoever and by whomsoever and whensoever asserted arising out of or in any way connected with this Assignment and all such claims, suits, damages, proceedings, costs and expenses shall be deemed added to the Indebtedness secured hereby and shall be secured by any and all Loan Documents relating in whole or in part to the Indebtedness. This Section 3.06 shall not be applicable to any such claim, suit, damage, proceeding, cost and expense which results from any action of Lender which occurs subsequent to the completion of a foreclosure action or acceptance of a deed in lieu of foreclosure with respect to the Premises or prior to such date if arising directly from the gross negligence or willful misconduct of Lender or its agents in exercising its remedies hereunder.

3.07. No Obligations Imposed Upon Lender. Nothing contained herein shall operate or be construed to obligate Lender or Grantee to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Lender or Grantee with respect to any of the Leases. This assignment shall not operate to place upon Grantee or Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the

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Premises is and shall be that of Borrower. In the event of any entry into and taking possession of the Premises by Grantee or Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

3.08 Applicable Law. Borrower, Grantor and Lender hereby acknowledge and agree that this Assignment and the obligations created hereunder (i) are made and intended as a contract under the laws of the State of Illinois and are to be governed by and interpreted in accordance with the laws of the State of Illinois, and (ii) are to be construed and enforced in accordance with the laws of the State of Illinois, without reference to the application of the choice of law principles thereof.

3.09 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment or (b) the security interest upon Borrower's right, title and interest in and to the Leases and the proceeds thereof. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby appoints Lender the agent and attorney-in-fact of Borrower so to do, such appointment being coupled with an interest and therefore irrevocable.

3.10 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.11 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.12 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute an "Event of Default" under the Note and Mortgage, and vice versa.

3.13 Inconsistencies. To the extent the terms of the Mortgage and the terms of this Assignment and the terms of the Credit Agreement are inconsistent, the terms of the Credit Agreement shall control.

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IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the date first above written.

BORROWER:

NR Deed, LLC, an Indiana Limited Liability Company

By: InVesta Services, LLC  
Manager of NR Deed, LLC

By: [Signature] (Seal)  
John E. Ramsey, President of InVesta Services, LLC

Signed, sealed and delivered in the presence of:

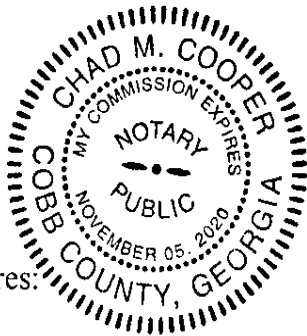
[Signature]  
Unofficial Witness

[Signature]  
Unofficial Witness

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF FULTON )

On this the 17 day of January, 2020, before me, the undersigned officer, personally appeared John E. Ramsey, who acknowledged himself/herself to be the President of InVesta Services, LLC, a limited liability company and manager of NR Deed, LLC, and that he as such President of the Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such President of the Manager.

(SEAL)



My Commission Expires:  
Nov 5, 20

[Signature]  
Notary Public

Printed Name: CHAD M. COOPER



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## Exhibit "A"

LOT 16 IN BLOCK 62 IN VILLAGE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known As: 233 Mantua Street, Park Forest, Illinois 60466

Property of Cook County Clerk's Office