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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/07/2020 03:37 PM PG: 1 OF 1

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter, this “**Assignment**”) is made as of July 31, 2020, by **432 POPLAR DRIVE, LLC**, an Illinois limited liability company (“**Assignor**”), with a mailing address of c/o Citadel Healthcare, 5611 Dempster Street, Morton Grove, Illinois 60053, Attention: Jonathan Aaron, to **FIRST MIDWEST BANK**, an Illinois banking corporation (“**Assignee**”), its successors and its assigns, with a mailing address of 8750 West Bryn Mawr, Suite 3700, Chicago, Illinois 60631; Attention: Diana Poole, for itself as a Lender (as hereinafter defined) and as the administrative agent (the “**Administrative Agent**”) for the Lenders (as hereinafter defined).

I RECITALS

WHEREAS, pursuant to the terms and conditions of a Term Loan and Security Agreement of even date herewith (as amended, restated or replaced from time to time, the “**Loan Agreement**”) among Assignor, 7445 Sheridan Road, LLC, an Illinois limited liability company (“**Sheridan**”; Assignor and Sheridan are sometimes collectively referred to herein as “**Borrowers**”), Assignee and the other lenders set forth therein (the “**Other Lenders**”; Assignee

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and the Other Lenders are sometimes hereinafter individually referred to herein as a “**Lender**” and are sometimes hereinafter collectively referred to as “**Lenders**”), Lenders have agreed to loan to Borrowers in the principal amount of up to Twenty Million and No/100 Dollars (\$20,000,000.00) (the “**Term Loan**”). The Term Loan is evidenced by the Term Loan Note (as defined in the Loan Agreement in the original aggregate principal amount of Twenty Million and No/100 Dollars (\$20,000,000.00) jointly and severally from Borrowers in favor of Lenders, as applicable;

WHEREAS, as security for the repayment of the Term Loan and any and all obligations of The Waterford, LLC, an Illinois limited liability company (“**Waterford**”), Citadel Care Center-Wilmette, LLC, an Illinois limited liability company, Citadel Care Center-Sterling LLC, an Illinois limited liability company doing business as The Citadel of Sterling, and PA Peterson at the Citadel, LLC, an Illinois limited liability company, under the Related Loan Documents (as defined in the Mortgage defined below), in addition to this Assignment, and the Loan Agreement there has been executed and delivered to Assignee, for its own benefit and for the benefit of all Lenders, by Assignor, a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the “**Mortgage**”) dated as of even date herewith from Assignor to Assignee, granting to Assignee a first lien on the real estate described in **Exhibit A** attached hereto and hereby made a part hereof (the “**Premises**”), as well as certain other loan documents from Assignor (the Loan Agreement, the Term Loan Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Term Loan from Lenders to Assignor, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto (including the “**Financing Agreements**” (as defined in the Loan Agreement) are hereinafter referred to collectively as the “**Financing Agreements**”); and

WHEREAS, as security for the repayment of the Term Loan, in addition to the other Financing Agreements, Lenders require that Assignor execute and deliver to Assignee this Assignment.

II **THE GRANT**

NOW, THEREFORE, as further security for the repayment of the Term Loan, all Related Loan Obligations (as defined in the Mortgage) and consideration of the matters recited hereinabove, Assignor does hereby sell, assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Assignee under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Assignor’s intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as “**agreements**” and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an “**agreement**”), and all the avails thereof, to Assignee; and

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Assignor does hereby irrevocably appoint Assignee as its true and lawful attorney in its name and stead subject to the limitations set forth in **Paragraph 4.1** hereof (with or without taking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Assignee in its reasonable discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Assignee a power coupled with an interest and it cannot be revoked by Assignor.

III GENERAL AGREEMENTS

3.1 Available Rents. Assignor represents and agrees that it will not accept rent for right of future possession paid by any person in possession of any portion of the Premises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Assignor which would have a material adverse effect on the Term Loan without the prior written consent of Assignee, not to be unreasonably withheld or delayed. Assignor waives any right of set-off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

3.2 License to Collect Rents. Until the occurrence and continuance of a Default hereunder, Assignee specifically licenses to Assignor the right to collect and accept rent for any portion of the Premises subject, however, to the terms and conditions set forth in this Assignment. This license shall be terminated without further action by Assignee upon any Default by Assignor hereunder.

3.3 Lease Modification/Execution. Assignor shall not agree to any material modification or amendment of the terms, or any termination or voluntary surrender, of any lease or agreement, or enter into any new leases, pertaining to all or any portion of the Premises without the prior written consent of Assignee. Notwithstanding the foregoing, Assignee acknowledges and agrees that Assignor and Waterford, as tenant, under that certain Lease Agreement dated as of November 1, 2016, by and between Assignor, as landlord, and Waterford, as tenant, shall have the right to enter into resident agreements at the Premises without Assignee's prior consent provided such resident agreements comply with Assignor's standard business practices.

3.4 Management of Premises. At all times while Assignee is not in actual possession of the Premises, Assignor shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

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3.5 Future Assignments. Assignor further agrees to assign and transfer to Assignee all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Assignee, immediately upon demand of Assignee, all such further assurances and assignments pertaining to the Premises as Assignee may from time to time require.

3.6 Performance of Lease Obligations. Assignor shall, at its own cost, provided such action complies with Assignor's good business judgment: (i) at all times perform and observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Assignee actually incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Assignee with copies of any notices of default received by Assignor under the terms of or pursuant to any of said leases or other agreements.

IV

DEFAULTS AND REMEDIES

4.1 Exercise of Rights. Although it is the intention of Assignor and Assignee that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Term Loan Note or in the performance or observance of any of the other provisions of the Loan Agreement, the Term Loan Note, the Mortgage, this Assignment or any of the other Financing Agreements and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lenders may have under the Term Loan Note or any of the other Financing Agreements.

4.2 Application of Rents. Assignee, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Assignee may in its sole discretion determine:

(a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Assignee and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales);

(b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;

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- (c) any and all repairs, decorating, renewals, or replacements of the Premises, reasonably necessary to sell or lease the Premises;
- (d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and
- (e) any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Lessees. Upon the occurrence and during the continuance of a Default, Assignor does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Assignee upon receipt of demand from Assignee to pay the same without any further notice or authorization by Assignor, and Assignor hereby waives any rights or claims it may have against any lessee by reason of such payments to Assignee.

4.4 Right of Possession. In the event Assignee is authorized under **Paragraph 4.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder), Assignor agrees, immediately upon demand of Assignee, to surrender to Assignee and Assignee (personally or by its agents or attorneys), subject to the rights of any tenants or residents of the Premises and subject to and in compliance with Illinois Department of Public Health regulations, shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Assignee in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books records, papers and accounts of Assignor or the then owner of the Premises relating thereto may exclude Assignor and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Upon the occurrence and continuance of a Default, Assignor hereby grants Assignee full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without further notice to Assignor, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises or any cause or on any ground that would entitle Assignor to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Assignee in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Assignee's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Assignor further agrees to cooperate and facilitate Assignee's collection of said funds and, upon Assignee's request, shall promptly execute written notice to all lessees to make all rental payments to Assignee.

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4.5 Indemnity. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and except for liability, loss and damage arising due to the gross negligence, fraud and/or willful misconduct of Assignee, Assignor shall and does hereby agree to indemnify and hold Assignee harmless from and against any and all liability, loss and damage that Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements. Should Assignee incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Assignor shall reimburse Assignee for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions set forth herein. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Assignee and shall not be deemed exclusive of any of the remedies granted in the Term Loan Note, the Mortgage or any of the other Financing Agreements, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Financing Agreements shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Assignor, or by any guarantor of payment of the Term Loan Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V

MISCELLANEOUS

5.1 Notices. Any notice that Assignee or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 5.1** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the

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sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Assignee by this Assignment is not required to be given.

5.2 Governing Law; Litigation. This Assignment shall be construed and enforced according to the laws of the State of Illinois. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR AT THE SOLE OPTION OF ASSIGNEE IN ANY OTHER COURT IN WHICH ASSIGNEE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.**

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Term Loan Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such Party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Term Loan Note or this Assignment. The word "Assignee," when used herein, shall include Assignee's successors,

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assigns and legal representatives, including all other holders, from time to time, of the Term Loan Note. This Assignment shall run with the land constituting the Premises.

5.6 Jury Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND ASSIGNEE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND ASSIGNEE WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND ASSIGNEE HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR ASSIGNEE MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF ASSIGNOR AND ASSIGNEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.


[signatures on following page]

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

ASSIGNOR:

432 POPLAR DRIVE, LLC, an Illinois limited liability company

By: 
Name: Jonathan Aaron
Title: Manager

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

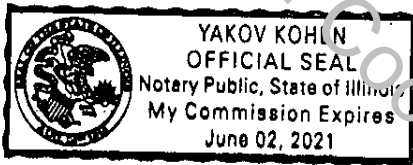
**COOK COUNTY
RECORDER OF DEEDS**

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Yakov Kohlen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathan Aaron, personally known to me to be the Manager of **432 POPLAR DRIVE, LLC**, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he has signed and delivered the said instrument as his/her free and voluntary act as aforesaid in his/her capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 2020.



YK

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

Common Address: 432 Poplar Drive
Wilmette, Illinois 60091

PIN(s): 05-34-121-056-0000
05-34-121-041-0000