



Doc# 2023801145 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/25/2020 03:54 PM PG: 1 OF 7

PREPARED BY AND RETURN TO:
MAWN AND MAWN, P.C.
275 MISHAWUM ROAD
WOBURN, MA 01801
ATTN: VALERIE M. LEPINE, ESQ.

ASSIGNMENT OF CONTRACTS, PERMITS AND APPROVALS

1. Definitions. The terms used below shall have the meanings there indicated. All other terms are defined in the Loan Agreement unless otherwise defined in this Assignment.

- Date: As of August 18, 2020
- Borrower: Seva South Palos, Inc., an Illinois corporation with a principal address at 233 West Washington Street, Chicago, Illinois 60606 and Birch Hill Realty LLC Palos Heights, a series of Birch Hill Realty LLC, an Illinois series eligible limited liability company with a principal address at 223 West Washington Street, Chicago, Illinois 60606
- Lender: NORTHERN BANK & TRUST COMPANY
275 Mishawum Road
Woburn, MA 01801
- Loan Amount: ONE MILLION SIX HUNDRED THOUSAND and 00/100 (\$1,600,000.00) DOLLARS plus all amounts in excess thereof advanced by Lender under the Loan Documents.
- Property: The Property, as described in the Mortgage and in Exhibit A attached hereto.
- Assigned Approvals: All of the Borrower's right, title and interest in any and all Required Approvals whether presently existing or hereafter acquired by Borrower.
- Assigned Contract
- Rights: All of the Borrower's right, title and interest in all contracts, agreements, guarantees and warranties relating to the Property, whether presently existing or hereafter acquired.
- Loan Agreement: The Construction Loan Agreement of even date by and between Borrower and Lender evidencing the loan of the Loan Amount from Lender to Borrower.
- Mortgage: The Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing of even date given by Borrower to Lender to secure the Loan Amount, to be recorded with the Cook County Recorder of Deeds.
- Required Approvals: Any easement, restriction, license, permit, approval, authorization, agreement, consent or waiver required by law, ordinance, rule or regulation or otherwise necessary or desirable for the acquisition, construction, use, occupancy, maintenance, and operation of the Property, whether obtained from any governmental agency or authority having or claiming jurisdiction with respect thereto or from any other party, together with evidence of compliance therewith.

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2. Assignment and Grant of Security Interest. In consideration of and as an inducement to Lender making the loan to Borrower evidenced by the Loan Agreement and the Note, secured by the Mortgage and other Loan Documents, Borrower, to the extent permitted by law, hereby assigns, transfers and sets over to Lender all of Borrower's right, title, and interest in the Assigned Approvals and Assigned Contract Rights. This assignment is made to secure performance of the provisions of the Loan Agreement, Note, Mortgage, and other Loan Documents, all as defined in the Loan Agreement.
3. Condition of Grant and Assignment. So long as no Event of Default (as defined in the Loan Agreement) shall exist, Borrower may exercise all of its rights to the Assigned Approvals and Assigned Contract Rights. Lender is hereby irrevocably authorized upon the occurrence of any such Event of Default, without notice to Borrower, to exercise every right, power and authority of Borrower under the Assigned Approvals and Assigned Contract Rights as fully as Borrower could itself. Borrower shall execute and deliver such additional documents as Lender may require to further assign or otherwise effectuate the transfer to Lender of all right, title and interest of Borrower.
4. Direction to Third Parties. Borrower hereby irrevocably directs each third party to comply with all provisions applicable to such party under the Assigned Approvals and Assigned Contract Rights at the direction of Lender upon notice from Lender of an Event of Default. No third party shall be under any obligation to inquire into or determine the existence of any default claimed by Lender and any such third party shall be entitled to rely absolutely on any representation, statement, or direction of Lender.
5. No Assumption of Liability by Lender. Lender shall have no responsibility for the payment, performance or observance of any obligation, requirement or condition of any of the Assigned Approvals and Assigned Contract Rights until Lender chooses to exercise rights thereunder, and then only to the extent and so long as Lender exercises such rights. Lender shall exercise its rights under any of the Assigned Approvals or Assigned Contract Rights only so long as it deems it necessary or convenient and may cease at any time without liability. Lender shall have no obligation to cure any defaults of Borrower under any of the Assigned Approvals or Assigned Contract Rights prior to exercising Lender's rights thereunder.
6. Indemnification of Lender. Borrower agrees to indemnify and hold Lender harmless against and from any and all liability, loss, cost, damage and expense including reasonable attorneys' fees and other costs, which it may incur by reason of the exercise of Lender's rights under this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against Borrower by reason of any alleged obligation or undertaking on its part to perform or discharge any obligation with respect to the Assigned Approvals and Assigned Contract Rights. This agreement to indemnify Lender shall survive the termination of this Assignment.
7. Warranty of No Prior Assignment. Borrower represents and warrants that it has not sold, assigned, transferred, mortgaged or pledged any of its right, title or interest in and to any of the Assigned Approvals or Assigned Contract Rights to anyone other than Lender, and unless otherwise provided in the Loan Agreement, the Note, or the Mortgage, as applicable, will not, without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed), sell, assign, transfer, mortgage or pledge any Assigned Approval or Assigned Contract Right, or any part thereof.
8. Performance Under Assigned Approvals. Borrower agrees to perform all obligations, conditions and agreements to be performed by Borrower under the Assigned Approvals and Assigned Contract Rights and shall keep the Assigned Approvals and Assigned Contract Rights in full force and effect. Borrower agrees to provide Lender with copies of any and all notices

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received by Borrower which allege that Borrower is in default under the terms of any Assigned Approval or Assigned Contract Right.

9. Enforcement of Rights Under Assigned Contract Rights. Borrower agrees to enforce in its commercially reasonable discretion the performance of all obligations, conditions and agreements to be performed by each third party with respect to the Assigned Approvals and Assigned Contract Rights, and shall notify Lender promptly of any material default (of which Borrower has knowledge) on the part of any such third party.

10. Event of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") under this Assignment:

(a) The occurrence of any one or more of the Events of Default specified in the Loan Agreement, the Note, the Mortgage or the other Loan Documents; or

(b) Any warranty, or representation by Borrower in this Assignment shall be found by Lender to be untrue or misleading in any material respect.

11. Lender's Remedies. On the occurrence of an Event of Default, Lender may at any time thereafter at its option and without notice, exercise any or all of Lender's remedies provided for in this Assignment and in the Loan Agreement, Note, Mortgage and the other Loan Documents.

12. Miscellaneous.

(a) Lender's Rights of Assignment; Rights of Assignees. Lender shall have the right to assign to any subsequent holder of the Note or Mortgage, or to any person acquiring title to all or any part of the Property, any or all of Borrower's right, title, and interest in and to any of the Assigned Approvals and Assigned Contract Rights. After assignment by Lender, Lender shall have no obligation to Borrower or to any other party to any Assigned Approval or Assigned Contract Right. After Borrower's interest in the Property has been foreclosed or otherwise terminated, no assignee of Borrower's interest in the Assigned Approvals and Assigned Contract Rights shall be liable to account to Borrower for any benefit therefrom thereafter accruing.

(b) No Termination. Borrower shall not forfeit (due to a violation), surrender, terminate, or modify the Assigned Approvals or Assigned Contract Rights (except in the ordinary course of business) without Lender's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) if and to the extent any such action of Borrower would have a material adverse effect on the Property.

(c) Termination of Assignment. Upon payment and performance of all obligations under the Loan Agreement, Note, Mortgage, and the Loan Documents, this Assignment shall become void and be of no further effect.

(d) No Waiver By Lender. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to this Assignment shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, Note, Mortgage, or other Loan Documents nor a waiver of any default by Borrower thereunder.

(e) Governing Terms. To the extent the terms of this Assignment conflict with the terms of the Loan Agreement or the Mortgage, the terms of the Loan Agreement or the Mortgage, as applicable, shall govern.

(f) Joint and Several Liability. If more than one party executes this Assignment the term Borrower shall mean all of them, and each of them shall be jointly and severally liable hereunder.

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(g) Captions. Captions are used for convenience of reference only and are not to be construed as part of the terms of this Assignment.

(h) Severability. The invalidity of any provision of this Assignment shall in no way affect the validity of any other provision.

(i) Singular and Plural. Where required by the context the singular shall include the plural and the plural shall mean the singular.

(j) Gender. The masculine, feminine and neuter forms shall be interpreted interchangeably whenever the context requires.

(k) Successors and Assigns. This agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, personal representatives and assigns.

(l) Notices. All notices given hereunder shall be in writing and shall be given in accordance with the Loan Agreement.

(m) Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property and any other Collateral that secures the Loan, this Agreement 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. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the Commonwealth of Massachusetts.

(n) Changes in Writing. This Agreement may not be changed, waived, or terminated except in a writing signed by the party against whom enforcement of the change, waiver, or termination is sought.

(o) Cost and Attorney's Fees. To the extent permitted by law, if Lender retains an attorney to collect any sums due under this agreement, enforce any of the provisions hereof, or otherwise protect Lender's interests, Borrower agrees to pay Lender, on demand, all costs and expenses in connection therewith including all court costs and reasonable attorney's fees whether or not suit is brought or prosecuted to completion.

(p) JURY TRIAL WAIVER. BORROWER AND LENDER HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING EITHER DIRECTLY OR INDIRECTLY IN ANY LITIGATION, ACTION OR PROCEEDING BETWEEN THE BORROWER, THE LENDER OR THEIR SUCCESSORS AND ASSIGNS, OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT. BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE, EMPLOYEE, AGENT OR COUNSEL OF LENDER HAS REPRESENTED, WHETHER EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH

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LITIGATION, ACTION OR PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO A TRIAL BY JURY.

[signature page to follow]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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RECORDER OF DEEDS**

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Executed under seal as of the date first above written.

MORTGAGOR:

**Birch Hill Realty LLC Palos Heights
By: its Manager, Birch Hill Realty LLC**

By: *Sonia Patel*
Sonia Patel, Manager

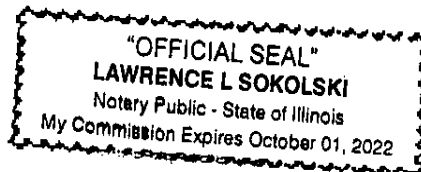
Signed, acknowledged and delivered in the presence of:

Goda Goldkaite
Witness
Print Name: *Goda Goldkaite*

STATE OF *Illinois*
COUNTY OF *DePaul*

On this *13* day of August, 2020, before me, the undersigned notary public, personally appeared Sonia Patel, Manager of Birch Hill Realty LLC, Manager of Birch Hill Realty LLC Palos Heights, proved to me through satisfactory evidence of identification, which was *Illinois Drivers License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of Birch Hill Realty LLC, Manager of Birch Hill Realty LLC Palos Heights, a series of Birch Hill Realty LLC, an Illinois series eligible limited liability company.

Lawrence L Sokolski
Notary Public
My commission expires *10/01/2022*



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EXHIBIT A LEGAL DESCRIPTION

The below described real property is commonly known and numbered as 11849 Southwest Highway, Palos Heights, IL 60463.

LOT 1 IN BEEMSTERBOER'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LAND CONVEYED TO HH SOUTHWEST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, BY A DEED DATED DECEMBER 7, 2012 AND RECORDED AS DOCUMENT NUMBER 1234231042 MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 IN BEEMSTERBOER'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 55 DEGREES 47 MINUTES 38 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, 209.10 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 34 DEGREES 15 MINUTES 16 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, 145.85 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 34 DEGREES 15 MINUTES 16 SECONDS WEST ALONG SAID LINE 235.06 FEET TO THE NORTH LINE OF 119TH STREET (ROUTE 83) AND THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 86 DEGREES 01 MINUTE 26 SECONDS WEST ALONG SAID NORTH LINE 20.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 04 DEGREES 01 MINUTE 31 SECONDS WEST 311.45 FEET TO THE SOUTHEASTERLY LINE OF SOUTHWEST HIGHWAY AND A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 34 DEGREES 12 MINUTES 22 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE 2.51 FEET; THENCE SOUTH 55 DEGREES 55 MINUTES 59 SECONDS EAST 208.98 FEET TO THE PLACE OF BEGINNING.

ALSO KNOWN AS: THAT PART OF LOT 1 IN BEEMSTERBOER'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE, ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 55 DEGREES 47 MINUTES 38 SECONDS EAST 209.10 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 34 DEGREES 15 MINUTES 16 SECONDS WEST, ALONG SAID EASTERLY LINE, 145.85 FEET; THENCE NORTH 55 DEGREES 55 MINUTES 59 SECONDS WEST 208.98 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 34 DEGREES 12 MINUTES 22 SECONDS EAST 146.36 FEET TO THE POINT OF BEGINNING.

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