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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/06/2020 02:17 PM PG: 1 OF 10

Record and return to:
Madison Title Agency, LLC
1125 Ocean Avenue
Lakewood, NJ 08701
MTA1531088

This document was prepared by,
And after recording, 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 September 25, 2020, by **CHICAGO NNN II ASSOCIATES, LLC**, a Delaware limited liability company ("**Borrower**"), with a mailing address c/o Harbor Group International, LLC, 999 Waterside Drive, Suite 2300, Norfolk, Virginia 23510, Attn: T. Richard Litton, Jr., to **WINTRUST BANK, N.A.**, a national banking association ("**Lender**"), its successors and its assigns, with a mailing address at 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604 Attention: Reece Kamins.

I
RECITALS

WHEREAS, Borrower and Lender have executed a Loan Agreement of even date herewith (together with all renewals, amendments, supplements, restatements, extensions and modifications, the "**Loan Agreement**"), pursuant to which Borrower has executed and delivered to Lender, a Promissory Note (the "**Note**") of even date herewith, wherein Borrower promises to pay to the order of Lender the principal amount of Four Million Seven Hundred Fifty Thousand and No/100 Dollars (\$4,750,000.00) in repayment of a term loan from Lender in the amount Four Million Seven Hundred Fifty Thousand and No/100 Dollars (\$4,750,000.00) (the "**Loan**"),

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together with interest thereon, at variable rates of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note), as such date may be extended or accelerated in accordance with the terms of the Note;

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there has been executed and delivered to Lender by Borrower 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 Borrower to and for the benefit of Lender, granting to Lender 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 Borrower (the Loan Agreement, the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan from Borrower, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "**Loan Documents**"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Borrower execute and deliver to Lender this Assignment.

II **THE GRANT**

NOW, THEREFORE, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Borrower does hereby sell, assign and transfer to Lender all of Borrower'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 Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Borrower'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 Lender; and

Borrower does hereby irrevocably appoint Lender 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 Lender 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 Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

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This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower, provided, however, that upon the payment of all interest and principal due under the Note and the performance of the other provisions of the Note, the Mortgage, this Assignment and the other Loan Documents, this Assignment shall be revoked, and Borrower shall have all of the powers of Lender hereunder with regard to the Premises and the agreements hereunder.

III GENERAL AGREEMENTS

3.1 Available Rents. Borrower represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the Premises in excess of two (2) 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 Borrower without the prior written consent of Lender, not to be unreasonably withheld or delayed. Borrower waives any right of set-off against any person in possession of any portion of the Premises. Borrower 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 of a Default (as hereinafter defined) hereunder, Lender specifically licenses to Borrower 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 Lender upon any Default by Borrower hereunder that remains uncured beyond any applicable notice and/or cure periods under the Loan Documents.

3.3 Lease Modification/Execution. Borrower shall not agree to any 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 Lender, such consent not to be unreasonably withheld or delayed.

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

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

3.6 Performance of Lease Obligations. Borrower shall, at its own cost, provided such action complies with Borrower'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;

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(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 Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Lender with copies of any notices of default received by Borrower 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 Borrower and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender 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 Note or in the performance or observance of any of the other provisions of the Note, the Loan Agreement, the Mortgage, this Assignment or any of the other Loan Documents 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 Lender may have under the Note or any of the other Loan Documents.

4.2 Application of Rents. Lender, 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 Lender 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 Lender 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), establishing any claims for damages, and premiums on Insurance authorized hereinabove;
- (b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;
- (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises (including without limitation the cost from time to time of installing or replacing personal property therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make them readily rentable and saleable);
- (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 Borrower or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Lessees. Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the

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Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

4.4 Right of Possession. In the event Lender 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), Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender 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 Borrower or the then owner of the Premises relating thereto may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender 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). Borrower hereby grants Lender 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 notice to Borrower, 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 Borrower 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 Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

4.5 Indemnity. Lender 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 Borrower shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender 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 Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements, except if any of the aforementioned arise solely out of Lender's gross negligence or willful misconduct. Should Lender 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, Borrower shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

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

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Loan Agreement, the Mortgage or any of the other Loan Documents, 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 Loan Documents 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 costs 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 Borrower, or by any guarantor of payment of the 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 Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the provisions in the Loan Agreement 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 sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender 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; provided, however, that with respect to issues relating to the creation, perfection, priority and enforcement of the liens on and security interest in the Premises, the laws of the state in which the Premises is located shall govern. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER 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 LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY

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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 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 Borrower, its successors and assigns, and all other persons or entities claiming under or through Borrower and the word “Borrower,” 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 Note or this Assignment. The word “Lender,” when used herein, shall include Lender’s successors, assigns and legal representatives, including all other holders, from time to time, of the Note. Subject to the terms and conditions of this Assignment, this Assignment shall run with the land constituting the Premises.

5.6 Jury Waiver. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND

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THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

5.7 Special Damages Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

[signature on following page]

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

CHICAGO NNN II ASSOCIATES, LLC, a Delaware limited liability company

By: Chicago NNN II Managing Co., LLC, a Delaware limited liability company

Its: Manager

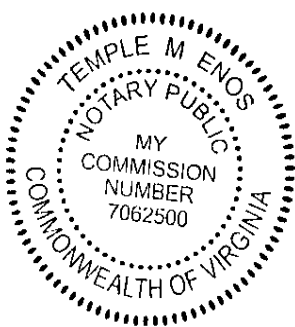
By: [Signature]
T. Richard Litton, Jr., Manager

STATE OF Virginia)
City) SS.
COUNTY OF Norfolk)

I, Temple M. Enos, a Notary Public in and for said City County, in the State aforesaid, DO HEREBY CERTIFY that T. Richard Litton, Jr., personally known to me to be the manager of Chicago NNN II Managing Co., LLC, a Delaware limited liability company, the manager of Chicago NNN II Associates, LLC, a Delaware 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 he has signed and delivered the said instrument as his/her free and voluntary act as aforesaid in his capacity as manager of the manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2020.

[Signature]
Notary Public
My Commission Expires: 09.30.2022



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EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

TRACT 1 (FEE SIMPLE):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 (EXCEPT THE SOUTH 9.50 FEET THEREOF) ALL IN BLOCK 6 IN VOLK BROTHERS GREATER HARLEM AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 1 TO 6 BOTH INCLUSIVE, TOGETHER WITH LOTS 7, 8, 9 AND 10 (EXCEPT THE SOUTH 9.5 FEET THEREOF) IN BLOCK 6, TAKEN AS A TRACT, IN VOLK BROTHERS GREATER HARLEM AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT;

THENCE FOLLOWING COURSES AND DISTANCES ALONG THE LINE OF SAID TRACT TO WIT:

THENCE NORTH 58°21'16" EAST, 270.10 FEET;

THENCE SOUTH 00°46'42" EAST, 116.50 FEET;

THENCE SOUTH 58°21'16" WEST, 156.41 FEET;

THENCE SOUTH 00°46'42" EAST, 90.46 FEET;

THENCE SOUTH 89°15'02" WEST, 97.44 FEET;

THENCE NORTH 00°50'07" WEST, 148.59 FEET TO THE PLACE OF BEGINNING.

TRACT 2 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS GRANTED AND MORE FULLY SET FORTH IN RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT DATED JUNE 17, 2011 AND RECORDED JUNE 23, 2011 AS DOCUMENT 1117418039.

PIN Nos: 13-07-302-001-0000, 13-07-302-002-0000, 13-07-302-003-0000, 13-07-302-004-0000, 13-07-302-005-0000, 13-07-302-006-0000 and 13-07-302-027-0000

Common Address: 7155 West Foster Place, Chicago, Illinois 60656