



Doc# 2032733044 Fee \$88.00

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Claudia B. Duncan, Esq.  
Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, Illinois 60661

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/24/2020 12:30 PM PG: 1 OF 10

**Cook County:**

1200-1212 N. State  
Chicago, Illinois 60610

**PIN:**

- 17-04-224-036-0000
- 17-04-224-037-0000
- 17-04-224-038-0000
- 17-04-224-039-0000
- 17-04-224-040-0000

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CCHI 19010966D 62

**ASSIGNMENT OF RENTS AND LEASES**

**THIS ASSIGNMENT OF RENTS AND LEASES** dated as of November 17, 2020 (the "Assignment"), is executed by **LOOKOUT LLC**, an Illinois limited liability company (the "Assignor"), to and for the benefit of **CIBC BANK USA**, an Illinois state chartered bank, in its capacity "Administrative Agent" (in such capacity, together with its successors and assigns in such capacity "Assignee"), for the Lenders (as defined below), whose address is 120 South LaSalle Street, Chicago, Illinois 60603.

RECITALS:

A. Pursuant to the terms of a Construction Loan and Security Agreement of even date herewith (as amended, modified, replaced or restated from time to time, the "Loan Agreement") by and among Assignor, Assignee and the financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), the Lenders have agreed to loan to the Assignor the maximum principal amount of Forty-One Million Three Hundred Thousand and No/100 Dollars (\$41,300,000.00) (the "Loan"), as evidenced by one or more promissory notes (collectively, as the same may be amended, modified, replaced or restated from time to time, the "Note") in the aggregate principal amount of the Loan executed by the Assignor and made payable to the order of the Lenders.

B. A condition precedent to the Lenders' making of the Loan to the Assignor and is the execution and delivery by the Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

S 4  
P 10  
S 5  
M     
SC     
E     
INT SB

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1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Assignee (the "Mortgage") encumbering that certain real property owned by the Assignor located in Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, all of the right, title and interest of the Assignor in and to the following; PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANY PROVISION OF THIS ASSIGNMENT TO THE CONTRARY THE FOLLOWING AND ANY OTHER PROPERTY OF EVERY SORT ENCUMBERED BY THIS ASSIGNMENT SHALL NOT INCLUDE ANY TENANT SECURITY DEPOSITS WHICH ARE SUBJECT TO ANY APPLICABLE LAW, ORDINANCE, RULE OR REGULATION WHICH PROHIBITS THE ASSIGNOR FROM ENCUMBERING SUCH SECURITY DEPOSITS, INCLUDING THE CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE: (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Property and all buildings and other improvements located thereon (said Property and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises (if any). This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee (on behalf of the Lenders) by the Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under the Leases;

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(c) Other than assignments to the Assignee from the Assignor under the Mortgage, there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Assignor from operating under any of the terms and provisions hereof or which would limit the Assignor in such operation; and

(e) to the Assignor's knowledge, (i) there are no material defaults by the Assignor under any Leases and, (ii) there are no material defaults by tenants under any Leases.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not lease any portion of the Premises in violation of the terms of the Loan Agreement;

(b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not do any of the following without the prior written approval of the Assignee; such approval not to be unreasonably withheld, conditioned or delayed: (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) without the approval of the Assignee, such approval not to be unreasonably withheld, conditioned or delayed, the Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) without the approval of the Assignee, such approval not to be unreasonably withheld, conditioned or delayed, the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease

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or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee (on behalf of the Lenders);

(g) without the approval of the Assignee, such approval not to be unreasonably withheld, conditioned or delayed, the Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) without the approval of the Assignee, such approval not to be unreasonably withheld, conditioned or delayed, the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) unless otherwise approved by the Assignee, such approval not to be unreasonably withheld, conditioned or delayed, the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder;

(k) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(l) [Intentionally omitted];

(m) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Assignee (on behalf of the Lenders). The Assignor hereby assigns any such payment to the Assignee (on behalf of the Lenders) and further covenants and agrees that upon the request of the Assignee, it will duly endorse to the order of the Assignee (on behalf of the Lenders) any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below; and

(n) Not later than thirty (30) days after the end of each calendar quarter and following the Assignee's request, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder.

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(including any payment that would otherwise be jointly payable to the Assignee and the Assignor under the terms of Section 4(f) and 4(m) above), and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within a grace period that is the same as the Cure Period set forth in Section 8(b) of the Loan Agreement, or (b) any other Event of Default described in the Loan Agreement, the Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee (on behalf of the Lenders), without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee (on behalf of the Lenders) and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee (on behalf of the Lenders); and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor with interest thereon after written



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demand for payment until paid at the Default Rate (as defined in the Loan Agreement) and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.

9. Limitation of the Liability of Assignee and the Lenders. The Assignee and the Lenders shall not be liable for any loss sustained by the Assignor resulting from the failure by the Assignee and/or the Lenders to let the Premises or from any other act or omission of the Assignee and/or the Lenders in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee and Lenders shall not be obligated to observe, perform or discharge, nor do the Assignee or Lenders hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee and Lenders harmless from and against any and all liability, loss or damage which the Assignee and/or Lenders may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee and/or Lenders by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the gross negligence or willful misconduct of the Assignee or any Lender. Should the Assignee or any Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon after written demand for payment at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee or the Lenders for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee or the Lenders responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee (on behalf of the Lenders) of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee or any Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee or Lenders pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee or Lenders of their respective rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee and Lenders under the terms and provisions of such instruments, and the Assignee and Lenders may exercise any of their respective rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee (on behalf of the Lenders) may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply

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any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. The Assignor, at no material out of pocket cost to the Assignor, shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may reasonably request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

12. Security Deposits. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes and Lenders assume no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee, the Lenders and their respective successors and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.

16. Duration. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.

19. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE

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A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

Property of Cook County Clerk's Office



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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

**ASSIGNOR:**

**LOOKOUT LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Jack Potts  
Title: Senior Vice President

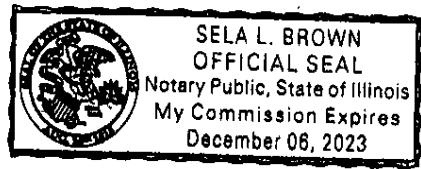
STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, Sela L. Brown, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Jack Potts, the Senior Vice President of Lookout LLC, an Illinois limited liability company, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 6<sup>th</sup> day of November, 2020.

Sela L. Brown  
Notary Public

My Commission Expires:  
12-06-2023



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5 and 6 in County Clerk's Division of the East 1/2 of Sub-Lots 4, 5, and 6 of Lot 1 of Bronson's Addition to Chicago, in the Northeast 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, by Plat recorded in Book 13 of Plats, Page 54, in Cook County, Illinois.

Common Address: 1200-1212 N. State, Chicago, Illinois 60610

PIN: 17-04-224-036-0000  
17-04-224-037-0000  
17-04-224-038-0000  
17-04-224-039-0000  
17-04-224-040-0000

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