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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**



\*2108457038\*

Doc# 2108457038 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/25/2021 11:18 AM PG: 1 OF 17

The property identified as:

**PIN:** 24-21-423-005-0000

**Address:**

**Street:** 11749 South La Crosse

**Street line 2:**

**City:** Alsip

**State:** IL

**ZIP Code:** 60803

**Lender:** Subhash Saluja and Sunita Saluja

**Borrower:** JKON Investments, Inc., an Illinois corporation, and John Konrath, an individual resident of the state of Illinois

**Loan / Mortgage Amount:** \$120,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**FIDELITY NATIONAL TITLE**

**Certificate number:** 9A54EC7D-3F77-4068-86F3-11E66E502DBC

**Execution date:** 10/30/2020

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This Instrument Prepared by And  
Upon Recordation Return to:

Keith A. Zerman  
Kelleher & Holland, LLC  
102 South Wynstone Park Drive  
North Barrington, Illinois 60010

*This space reserved for Recorder's use only*

**JKON INVESTMENTS, INC. and JOHN KONRATH (Borrowers)**

**To**

**SUBHASH SALUJA and SUNITA SALUJA, as assignee (Lender)**

**SUBORDINATED ASSIGNMENT OF LEASES AND RENTS**

Dated: October 17, 2020

Locations: 11749 South LaCrosse, Alsip, Illinois 60803

3171 West 115<sup>th</sup> Street, Merrionette Park, Illinois 60803

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THE TERMS AND CONDITIONS EVIDENCED BY THIS SUBORDINATED ASSIGNMENT OF LEASES AND RENTS ARE SUBORDINATE TO ANY AND ALL INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF THE MAKER HEREOF TO 1<sup>ST</sup> SECURE BANK (THE “*BANK*”) IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT WITH SAID BANK DATED OCTOBER 30, 2020 (THE “*SUBORDINATION AGREEMENT*”), WHICH REFERENCE HEREBY IS MADE FOR A FULL STATEMENT THEREOF.

THIS SUBORDINATED ASSIGNMENT OF LEASES AND RENTS (this “*Assignment*”) made as of the \_\_\_ day of October, 2020 (the “*Effective Date*”), by JKON INVESTMENTS, INC., an Illinois corporation (“*JKON*”) and JOHN KONRATH, an individual resident of the state of Illinois (“*Konrath*”) (individually, JKON and Konrath are referred to as a “*Borrower*” and collectively as “*Borrowers*”), on the one hand, to SUBHASH SALUJA, an individual resident of the state of Illinois and SUNITA SALUJA, an individual resident of the state of Illinois, and each of their successors and assigns, as assignee (collectively, “*Lender*”). For purposes of this Assignment, Borrower and Lender are individually referred to as a “*Party*” and collectively as the “*Parties*.”

## RECITALS:

Borrowers by that certain Subordinated Mortgage Note of even date herewith given to Lender, are jointly and severally indebted to Lender in the principal sum of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00)** (the “*Loan Amount*”) in lawful money of the United States of America (together with all extensions, renewals, modifications, substitutions and amendments thereof, the “*Mortgage Note*”), with interest from the date thereof at the rates set forth in the Mortgage Note, principal and interest to be payable in accordance with the terms and conditions provided in the Mortgage Note.

Borrowers desire additionally to secure the payment of the “*Debt*,” as defined below, and the performance of each Borrower’s obligations under the Mortgage Note and all other obligations of Borrowers as set forth in that certain “*Mortgage*,” as defined below, and each of the “*Other Security Documents*,” as defined below.

## ARTICLE 1 ASSIGNMENT

Section 1.1 **Property Assigned.** Borrowers hereby absolutely and unconditionally assign and grant, and continues to assign and grant, to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by either or both Borrowers:

(a) **Leases.** All existing and future leases affecting the use, enjoyment, or occupancy of all or any part of those certain parcels or units of real property, more particularly described in Exhibit A-1 (the “*LaCrosse Property*”) and A-2 (the “*115<sup>th</sup> Street Property*”), each annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the “*Properties*” and individually, a “*Property*”) and the right, title and interest of each Borrower, his or its respective successors and assigns, therein and thereunder.

(b) **Other Leases and Agreements.** All other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of some or all

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of the Properties or any portion thereof now or hereafter made, whether made before or after the filing by or against either or both Borrowers of any petition for relief under 11 U.S.C. § 101 *et seq.*, as the same may be amended from time to time (the “*Bankruptcy Code*”) together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the “*Leases*.”

(c) **Rents.** All rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, income, issues and profits from the use, enjoyment and occupancy of some or all of each Property, and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering some or all of each Property or any part thereof, and all proceeds and other amounts paid or owing to either or both Borrowers under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of some or all of each Property, whether paid or accruing before or after the filing by or against any Borrower of any petition for relief under the Bankruptcy Code (collectively, the “*Rents*”).

(d) **Bankruptcy Claims.** All of each Borrower’s claims and rights (the “*Bankruptcy Claims*”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) **Lease Guaranties.** All of each Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a “*Lease Guarantor*”, collectively, the “*Lease Guarantors*”) to any Borrower (individually, a “*Lease Guaranty*,” and collectively, the “*Lease Guaranties*”).

(f) **Proceeds.** All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims (collectively, “*Proceeds*”).

(g) **Other.** All rights, powers, privileges, options and other benefits of any Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which any Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties (collectively, “*Other Rights*”).

(h) **Entry.** The right, at Lender’s option, upon revocation of the license granted herein, to enter upon any part of each Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) **Power of Attorney.** Each Borrower’s irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of some or all of each Property.

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(j) **Other Rights and Agreements.** Any and all other rights of either or both Borrowers in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

Section 1.2 **Consideration.** This Assignment is made in consideration of that certain loan (the "**Loan**") made by Lender to Borrowers evidenced by the Mortgage Note and secured, in part, by that certain Mortgage and Security Agreement of even date (the "**Mortgage**"), given by Borrowers to or for the benefit of Lender.

The principal sum, interest and all other sums due and payable under the Mortgage Note, the Mortgage, this Assignment and the Other Security Documents are collectively referred to as the "**Debt**". The documents other than this Assignment, the Mortgage Note or the Mortgage now or hereafter executed by any Borrower and/or others, by or in favor of Lender which wholly or partially secure or guarantee payment of the Debt are referred to herein as the "**Other Security Documents**." The Mortgage Note, the Mortgage, this Assignment and the Other Security Documents are collectively referred to herein as the "**Loan Documents**."

Section 1.3 **Termination of Assignment.** Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed by Lender, this Assignment shall become null and void and shall be of no further force and effect.

## ARTICLE 2 TERMS OF ASSIGNMENT

Section 2.1 **Present Assignment and License Back.** The Parties intend that this Assignment grants a present, absolute, and unconditional assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, Proceeds, and Other Rights and, immediately upon execution, shall give Lender the right to collect the Rents and other sums due under the Lease Guaranties and to apply them in payment of the Debt, subject to the terms, conditions and restrictions set forth in the Subordination Agreement. Such assignment and grant shall continue in effect until the Debt is paid in full and all of the Other Obligations are fully satisfied. Subject to the provisions set forth herein and provided there is no Default then existing, Lender grants to Borrowers a revocable license to enforce the Leases and collect the Rents as they become due (excluding, however, any Lease termination, cancellation or similar payments which Borrowers agree shall be held in trust and turned over to Lender for credit to principal under the Loans), and Borrowers shall hold the same, in trust, to be applied (a) first to the payment of all impositions, levies, taxes, assessments and other charges upon some or all of each Property, (b) second to maintenance of insurance policies upon some or all of each Property required hereby, (c) third to the expenses of some or all of each Property operations, including maintenance and repairs required hereby, (d) fourth to the payment of that portion of the Indebtedness then due and payable, and (e) fifth, the balance, if any, to or as directed by Borrowers. Borrowers shall deliver such Rents to Lender as are necessary for the payment of principal, interest and other sums payable under the Loan Documents as such sums become due. Borrowers shall comply with and observe each Borrower's obligations as landlord under all Leases. Borrowers will not lease any portion of any Property for use which is not consistent with the permitted use of some or all of such Property, except with the prior written approval of Lender. Borrowers, at Lender's request, shall furnish Lender with executed copies of all Leases, and all Leases and amendments thereto hereafter entered into will be on a form of Lease previously approved by Lender. All renewals of Leases and all proposed Leases for space in some or all of any Property shall provide for rental rates comparable to existing local market rates and shall be arms-length transactions. All Leases

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other than for space in some or all of any Property shall be terminable on not less than sixty (60) days' notice, unless approved in writing by Lender prior to Borrower's execution thereof.

Section 2.2 **Notice to Lessees.** Borrowers hereby agree to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of any Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs, all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Mortgage and that a "Default," as defined below, exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 **Incorporation by Reference.** All representations, warranties, covenants, conditions and agreements contained in the Mortgage as the same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## ARTICLE 3 REMEDIES

Section 3.1 **Remedies of Lender.** Upon or at any time after the occurrence of a default under this Assignment or an "Event of Default" (as defined in the Mortgage, as amended) (a "***Default***"), subject to the terms, conditions and restrictions set forth in the Subordination Agreement, the license granted to Borrowers in Section 2.1 of this Assignment shall be revoked automatically, and Lender immediately shall be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of some or all of any Property. In addition, Lender, at its option, without waiving such Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, may dispossess Borrowers and each Borrower's agents and servants, as the case may be, from some or all of any Property, without liability for trespass, damages or otherwise and exclude Borrowers and each Borrower's agents wholly therefrom, and take possession of some or all of any and all Properties and all books, records and accounts relating thereto and have, hold, manage, lease and operate some or all of the Properties on such terms and for such period of time as Lender may deem proper and either with or without taking possession of some or all of the Properties in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing some or all of the Properties, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining each Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of some or all of the Properties; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of a Default, Lender, at its option, subject to the terms, conditions and restrictions set forth in the Subordination Agreement, may (w) complete any construction on some or all of the Property in such manner and form as Lender deems advisable, (x) exercise all rights and powers of any Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify

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Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from some or all of the Property and all sums due under any Lease Guaranties, (y) either require Borrowers to pay monthly in advance to Lender or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of any Property as may be in possession of any Borrower or (z) require Borrowers to vacate and surrender possession of some or all of any Property to Lender or to such receiver and, in default thereof, Borrowers may be evicted by summary proceedings or otherwise.

Section 3.2 **Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Mortgage Note, the Mortgage, or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefore held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder, subject to the terms, conditions and restrictions set forth in the Subordination Agreement. Each Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of each Borrower under this Assignment, the Mortgage Note, the Mortgage, the Other Security Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Mortgage Note, the Mortgage, or any of the Other Security Documents (provided, however, that the foregoing shall not be deemed a waiver of any Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of any Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 **Other Security.** Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefore and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 **Non-Waiver.** The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by any Borrower under the Mortgage Note, the Mortgage, the Leases, this Assignment or the Other Security Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrowers shall not be relieved of any Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of any Borrower or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Mortgage Note or the Other Security Documents, (b) the release regardless of consideration, of the whole or any part of any Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Mortgage Note, the Mortgage or the Other Security Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be

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given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

## Section 3.5 **Bankruptcy.**

(a) Upon or at any time after the occurrence of a Default, Lender shall have the right to proceed in its own name or in the name of either or both Borrowers in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrowers, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against any Borrower a petition under the Bankruptcy Code, and any Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which any Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon any Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon any Borrower the notice described in the preceding sentence, Borrowers shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

Section 3.6 **Security Deposits.** All security deposits of lessees, whether held in cash or any other form, shall be treated by Borrowers as trust funds, shall not be commingled with any other funds of any Borrower and, if cash, shall be deposited by Borrowers in one or more segregated accounts at such commercial or savings bank or banks as is reasonably satisfactory to Lender. Any bond or other instrument which any Borrower is permitted to hold in lieu of cash security deposits under applicable legal requirements (a) shall be maintained in full force and effect unless replaced by cash deposits as hereinabove described, (b) shall be issued by an entity reasonably satisfactory to Lender, (c) shall, if permitted pursuant to legal requirements, name Lender as payee or beneficiary thereunder (or at Lender's option, subject to applicable Borrower requirements, be fully assignable to Lender), and (d) shall, in all respects, comply with applicable legal requirements and otherwise be reasonably satisfactory to Lender. Borrowers, upon request, shall provide Lender with evidence reasonably satisfactory to Lender of each Borrower's compliance with the foregoing. Following the occurrence and during the continuance of any default, Borrowers, upon Lender's request, if permitted by applicable legal requirements, shall turn over to Lender the security deposits (and any interest theretofore earned thereon) with respect to all or any portion of any Property, to be held by Lender subject to the terms of the Leases.

## ARTICLE 4 NO LIABILITY, FURTHER ASSURANCES

Section 4.1 **No Liability of Lender.** This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by any Borrower resulting from Lender's failure to let some or all of

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any Property after a Default or from any other act or omission of Lender in managing some or all of any Property after a Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrowers shall, and hereby agree, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by any mortgage and the Other Security Documents and Borrowers shall reimburse Lender therefore immediately upon demand and upon the failure of any Borrower so to do Lender, at its option, may declare all sums secured by this Assignment and by any mortgage and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of any Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on some or all of any Property by the tenants or any other parties, or for any dangerous or defective condition of any Property, including without limitation the presence of any "Hazardous Substances" (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of any Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 **No Mortgagee in Possession.** Nothing herein contained shall be construed to consider Lender a mortgagee in possession in the absence of the taking of actual possession of any Property by Lender. 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.

Section 4.3 **Further Assurances.** Borrowers, at the cost of Borrowers, and without expense to Lender, will execute, acknowledge and deliver all and every such further acts, conveyances, assignment, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which any Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of either or both Borrowers, as the case may be, to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable Mortgages, to evidence more effectively the lien and security interest hereof in and upon the Leases.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

Section 5.1 **Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of any mortgage pertaining to any Property, the terms of such mortgage shall prevail.

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Section 5.2 **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrowers or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein", the word "Lender" shall mean "Lender and any subsequent holder of the Mortgage Note and any other evidence of indebtedness secured by the applicable mortgage, the word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of any Property and any interest therein, the phrases "attorneys' fees" and "counsel fees" shall include any and all reasonable attorneys and paralegal fees and disbursements, and the word "Debt" shall mean the aggregate principal balance of the Mortgage Note with interest thereon as provided in the Mortgage Note and each applicable mortgage and all other sums due pursuant to such note, such mortgage, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 **Authority.** Each Borrower represents and warrants that each Borrower has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting any Borrower or any and all Properties.

Section 5.5 **Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.6 **Counterparts.** This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment.

Section 5.7 **Choice of Law.** THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, PROVIDED, HOWEVER, THAT TO THE EXTENT THE MANDATORY PROVISIONS OF THE LAWS OF ANOTHER JURISDICTION RELATING TO (a) THE PERFECTION OR THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTERESTS IN ANY OF THE PROPERTY, (b) THE LIEN, ENCUMBRANCE OR OTHER INTEREST IN THE PROPERTY GRANTED OR CONVEYED BY THIS ASSIGNMENT, OR (c) THE AVAILABILITY OF AND PROCEDURES RELATING TO ANY REMEDY HEREUNDER OR RELATED TO THIS ASSIGNMENT ARE REQUIRED TO BE GOVERNED BY SUCH OTHER JURISDICTION'S LAWS, SUCH OTHER LAWS SHALL BE DEEMED TO GOVERN AND CONTROL.

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Section 5.8 **Notices.** All notices required or permitted hereunder shall be given as provided in the Mortgage.

Section 5.9 **Jurisdiction and Venue.** EACH BORROWER HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HERewith SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER COOK COUNTY, ILLINOIS. EACH BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF SUCH COUNTY, AND HEREBY IRREVOCABLY WAIVES ANY RIGHT ANY BORROWER MAY HAVE TO REQUEST TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDINGS BROUGHT BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 5.10 **Waiver of Trial by Jury.** EACH BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE MORTGAGE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE MORTGAGE NOTE, THIS ASSIGNMENT, THE MORTGAGE OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.11 **Liability.** If any Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of each Borrower and Lender and their respective successors and assigns forever.

Section 5.12 **Headings, etc.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.13 **Number and Gender.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.14 **Costs and Expenses of Borrowers.** Wherever pursuant to this Assignment it is provided that one or both Borrowers pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement of the reasonable expenses for in-house staff or otherwise.

Section 5.15 **Successors and Assigns.** Neither Borrower may assign his or its rights under this Assignment. Each Borrower hereby acknowledges and agrees that Lender may assign this Assignment without either Borrower's consent. Subject to the foregoing, this Assignment, together with the covenants and warranties herein contained, shall be binding upon, and shall inure to the benefit of, each Borrower and the Lender and their respective heirs, executors, administrators, agents, successors and assigns and any subsequent owner of any Property.

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Section 5.16 **Cross-Default**. A default by any Borrower in any contract, document, note or other instrument executed by any Borrower in favor of Lender or Bank, or both, shall be deemed a default by such Borrower and shall entitle Lender to pursue any and all remedies available to Lender under one or more of the Loan Documents, at law or in equity, including, without limitation, the rights granted to Seller under this Assignment.

Section 5.17 **Subordination**. The obligations of each Borrower evidenced by this Assignment are subordinate to any and all indebtedness, obligations and liabilities of each Borrower to the Bank. Lender hereby agrees to enter into a subordination agreement with such Bank upon request by any Borrower.

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[SIGNATURE PAGE FOLLOWS]

COOK COUNTY  
RECORDER OF DEEDS



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## EXHIBIT A-1

### Legal Description of LaCrosse Property

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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## EXHIBIT "A" Legal Description

PARCEL 15 IN CICERO AVENUE ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 26, 1928 AS DOCUMENT 9967574, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS

PIN: 24-21-423-005-0000

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## EXHIBIT A-2

### Legal Description of 115<sup>th</sup> Street Property

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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## EXHIBIT "A" Legal Description

UNIT 3171-1-N AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 238, 239, 240, 241 AND 242 (EXCEPT FROM SAID LOTS THE SOUTH 5 FEET THEREOF DEDICATED FOR USE AS A PUBLIC ALLEY) IN MAHONEY ESTATES, A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT-OF-WAY OF CHICAGO AND SOUTHERN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25965689 ON AUGUST 11, 1981, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 24-24-300 - 044-1007

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

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