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Karen A. Yarbrough
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**PREPARED BY, RECORDING
REQUESTED BY AND WHEN
RECORDED MAIL TO:**

DuBOIS BRYANT & CAMPBELL, LLP
303 Colorado, Suite 2300
Austin, TX 78701

(Space Above For Recorder's Use)

ASSIGNMENT OF RENTS, INCOME AND PROFITS

NAME AND ADDRESS OF BORROWER:	AMCAP NORTHPOINT II LLC, c/o AmCap Management LLC, 333 Ludlow Street, South Tower, 8th Floor, Stamford, Connecticut 06902, Attention: Jonathan Greenfield
NAME AND ADDRESS OF LENDER:	NATIONAL WESTERN LIFE INSURANCE COMPANY, P.O. Box 209080, Austin, Texas 78720, Attn: Mortgage Loan Department
PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION:	200 – 470 East Rand Road, Arlington Heights, Illinois 60004 Additional legal description on <u>Exhibit A</u> of this document.
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	03-17-301-017-0000 03-17-301-019-0000 03-17-301-020-0000 03-17-301-021-0000 03-17-301-022-0000

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

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**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

National Western Life Insurance Company
 10801 N. Mopac Expressway, Building 3
 Austin, Texas 78759-5415
 Attn: Mortgage Loan Department

Permanent Index No.: [_____]

ASSIGNMENT OF RENTS, INCOME AND PROFITS

THIS ASSIGNMENT OF RENTS, INCOME AND PROFITS (this "Assignment") executed on the 29th day of July, 2021, but effective as of July 29, 2021 by **AMCAP NORTHPOINT II LLC**, a Delaware limited liability company ("Borrower"), whose address is c/o AmCap Management LLC, 333 Ludlow Street, South Tower, 8th Floor, Stamford, Connecticut 06902, Attention: Jonathan Greenfield, to **NATIONAL WESTERN LIFE INSURANCE COMPANY**, a Colorado insurance corporation (together with its successors and assigns, "Lender") having an address at P.O. Box 209080, Austin, Texas 78720, Attention: Mortgage Loan Department.

RECITAL

- A. Borrower has executed the Note (as hereinafter defined) of even date herewith to Lender and is indebted to Lender in the original principal amount evidenced by the Note.
- B. The Note is secured by the Loan Documents (as hereinafter defined).
- C. Borrower desires to assign the Rents (as hereinafter defined) to Lender.

ARTICLE I**DEFINITIONS**

Section 1.1 **Definitions.** As used in this Assignment, the following terms have the following meanings:

Contracts: All of the right, title, and interest of Borrower, including equitable rights, in, to, and under any and all (i) contracts for the sale of all or any portion of the Mortgaged Property, whether such contracts are now or at any time hereafter existing, including any and all earnest money or other deposits escrowed or to be escrowed by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements with respect to water, wastewater, and other utility services whether executed, granted, or issued by a Person, which are directly or indirectly related to, or connected with, the development, ownership,

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maintenance or operation of the Mortgaged Property, whether such contracts, licenses, and permits are now or at any time hereafter existing, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority required (a) to evidence compliance by Borrower and all Improvements constructed or to be constructed on the Mortgaged Property with all Legal Requirements applicable to the Mortgaged Property, and (b) to develop and/or operate the Mortgaged Property as a commercial and/or residential project, as the case may be; (iii) financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; and/or (iv) all other contracts or agreements that in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Mortgaged Property, including but not limited to license and franchise agreements, maintenance and service contracts, and management agreements.

Debtor Relief Claims: All claims and rights to the payment of damages and any other claims (including, without limitation, any administrative claims) arising from or in connection with the Debtor Relief Laws.

Debtor Relief Laws: Title 11 of the United States Code as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement or composition, extension or adjustment of debts, or similar laws affecting the rights of creditors.

Event of Default: Any happening or occurrence defined as an Event of Default in the Loan Documents.

Governmental Authority: Any and all applicable courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

Improvements: Any and all buildings, covered garages, air conditioning towers, open parking areas, structures, fixtures and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof.

Indebtedness: (i) The principal, interest, and other sums evidenced by the Note or the Loan Documents; (ii) any other amounts, payments, or premiums payable under the Loan Documents; (iii) such additional or future sums (whether or not obligatory), with interest thereon, as may hereafter be borrowed, or advanced from Lender when evidenced by a promissory note which, by its terms, is secured by the Mortgage (it being contemplated by Borrower and Lender that such future indebtedness may be incurred); and (iv) any and all other indebtedness, obligations, and liabilities of any kind or character of Borrower to Lender, now or hereafter existing, absolute or contingent, due or not due, arising by operation of law or otherwise, or direct or indirect, primary or secondary, joint, several, joint and several, fixed or contingent, secured or unsecured by additional or different security or securities, including indebtedness, obligations, and liabilities to Lender of Borrower as a member of any partnership, joint venture, trust or other type of business association or other legal entity, and whether incurred by Borrower as principal, surety, endorser, guarantor, accommodation party or otherwise; and (v) any and all renewals, modifications, amendments, restatements, rearrangements, consolidations, substitutions, replacements, enlargements, and extensions

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thereof, it being contemplated by Borrower and Lender that Borrower may hereafter become indebted to Lender in further sum or sums.

Land: All that certain real property or interest therein more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof; together with all rights, titles, interests, and privileges of Borrower in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the Improvements; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property.

Leases: Any and all leases, master leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith.

Lease Guaranties: Collectively, all claims and rights under any and all lease guaranties, and any other credit given to Borrower or any predecessor or successor of Borrower by any guarantor in connection with any of the Leases.

Lease Rent Notice: A notice from Lender to any Lessee under a Lease stating that the License has been terminated and instructing each such Lessee under a Lease to pay all current and future Rents under the Leases directly to Lender, and attorn in respect of all other obligations thereunder directly to Lender. Lender shall not provide a Lease Rent Notice unless Lender has terminated the License due to the occurrence of an Event of Default pursuant to Section 6.1 of this Assignment.

Legal Requirements: Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, or ordinances of any Governmental Authority in any way applicable to Borrower, or the Mortgaged Property.

Lender's Agent: means Borrower, solely for the purpose of collecting Rents and applying Rents as set forth in this Assignment, which agency shall never be deemed to be that of trustee and beneficiary for any purpose, and which agency relationship cannot be terminated by Borrower so long as the Loan Documents are in effect.

Lessee: Individually or collectively, a lessee or tenant or other party under any of the Leases.

License: A limited, non-assignable license, subject to automatic termination in accordance with this Agreement, and all other terms and provisions hereof, to exercise and enjoy all incidences of the status of a lessor with respect to the Rents, including the right to collect, demand, sue for, attach, levy, recover, and receive the Rents as Lender's Agent and to give proper receipts, releases, and acquittances therefor.

Loan: The loan in the amount of Twenty-Six Million and No/100 Dollars (\$26,000,000.00) made by Lender to Borrower, evidenced by the Note and secured by, among other things, the liens created by the Mortgage and the other Loan Documents.

Loan Documents: The Note, the Mortgage and any and all other agreements, documents and instruments (except for this Assignment) now or hereafter executed by Borrower, or any other Person in connection with the loan evidenced by the Note or in connection with the

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payment of the Indebtedness or the performance and discharge of the Obligations related hereto or thereto, together with any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, extensions and supplements hereof or thereof.

Mortgage: The Mortgage, Security Agreement and Financing Statement dated of even date herewith given by Borrower to Lender relating to the Mortgaged Property, as such Mortgage may hereafter be amended, modified, supplemented, restated, extended or renewed and in effect from time to time.

Mortgaged Property: The Land, Improvements, Contracts, Leases, and any interest of Borrower now owned or hereafter acquired in and to, and any portion of, the Land, Improvement, Contracts and Leases, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

Note: That certain Promissory Note of even date herewith, executed by Borrower and payable to the order of Lender in the principal amount of the Loan, as such promissory note may hereafter be renewed, extended, supplemented, increased, amended or modified in effect from time to time, and all other promissory notes given in substitution therefor or in modification, renewal, amendment, restatement, increase or extension thereof, in whole or in part.

Obligations: Any and all of the covenants, conditions, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower, or any other Person that is a party to the Loan Documents to Lender, or others as set forth in the Loan Documents, the Leases, and in any deed or other form of conveyance, or any other agreement pursuant to which Borrower is granted a possessory interest in the Land.

Operating Expenses: All costs and expenses related to the ownership, operation, management, repair and leasing of the Land and Improvements, including franchise payments, costs and expenses associated with the operation of any garage associated with and constituting a portion of the Land and Improvements, insurance charges and premiums for coverages related to the Mortgaged Property, ad valorem taxes and other impositions, the costs of prevention of waste, ordinary repairs, maintenance, environmental audits, property management, security, normal fees paid to accountants, reasonable marketing and promotional expenses, legal expenses, the cost and expense of all obligations under the Leases and all costs related to compliance with applicable requirements of any Governmental Authority.

Permitted Exceptions: The liens, easements, restrictions, security interests, and other matters as reflected on Exhibit "B" to the Mortgage and incorporated herein by reference, and the liens and security interests created by the Loan Documents.

Person: Any corporation, limited liability company, limited liability partnership, general partnership, limited partnership, association, joint venture, trust or any other association or legal entity, including any public or governmental body, agency or instrumentality, as well as any natural person.

Rents: All rents, revenues, royalties, income, issues, proceeds, bonus monies, profits (including all oil and gas or other mineral royalties and bonuses), accounts, security and other types of deposits (after Borrower acquires title thereto) and other benefits paid or payable by parties, other than Borrower, to Borrower pursuant to Contracts or Leases for using, leasing,

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licensing, possessing, operating from, residing in, financing, selling or otherwise enjoying all or any portion of the Land and Improvements.

Section 1.2 Additional Definitions. As used herein, the following terms shall have the following meanings: (i) “hereof,” “hereby,” “hereto,” “hereunder,” “herewith,” and similar terms mean of, by, to, under and with respect to, this Assignment or to the other documents or matters being referenced; (ii) “heretofore” means before, “hereafter” means after, and “herewith” means concurrently with the date of this Assignment; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) “including” means including, without limitation, and (v) all terms used herein, whether or not defined in Section 1.1 hereof, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

ARTICLE II

ASSIGNMENT

Section 2.1 Assignment Property Assigned. Borrower and Lender intend to assign, and Borrower hereinafter assigns to Lender the following property, rights, interests and estates, whether now owned, or hereafter acquired (the “Assignment Property”):

- (a) Rents: Any and all Rents;
- (b) Debtor Relief Claims: Any and all Debtor Relief Claims;
- (c) Lease Guaranties: Any and all Lease Guaranties;
- (d) Proceeds: All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Debtor Relief Claims;
- (e) Other Rights of Lessor. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and apply 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 Indebtedness or the other Obligations upon the occurrence of an Event of Default by Borrower under the Loan Documents);
- (f) Power of Attorney. To the extent permitted by law, an irrevocable power of attorney, herein granted by Borrower, coupled with an interest, to take any and all of the actions set forth in Section 6.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Land and Improvements; and
- (g) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in this Section, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements and substitutions thereof.

ARTICLE III

CONSIDERATION

Section 3.1 Consideration. This Assignment is made in consideration of the Loan and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed.

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ARTICLE IV

GRANT AND ASSIGNMENT

Section 4.1 Present Assignment. Borrower hereby GRANTS, BARGAINS, SELLS, and CONVEYS the Assignment Property unto Lender, in order to provide a source of future payment of the Indebtedness and the Obligations, subject only to the Permitted Exceptions applicable thereto and the License, it being the intention of Borrower and Lender that this conveyance be absolute, presently and immediately effective and is neither conditional nor security for the repayment of the Indebtedness and the Obligations; TO HAVE AND TO HOLD the Assignment Property unto Lender, forever and Borrower does hereby bind itself, its successors, and assigns to warrant and forever defend the title to the Assignment Property unto Lender against every Person whomsoever lawfully claiming or to claim the same or any part thereof.

Section 4.2 Limited License. Lender hereby grants to Borrower the License. Borrower hereby agrees to receive all Rents for the benefit of Lender as Lender's Agent to be applied. Neither this Assignment nor the receipt of Rents by Lender (except to the extent, if any, that the Rents are actually applied to the Indebtedness by Lender upon and after such receipt) shall effect a pro tanto payment of the Indebtedness, and such Rents shall be applied as provided in this Section. Furthermore, and notwithstanding the provisions of this Section, no credit shall be given by Lender for any Rents until the money collected is actually received by Lender at the address in the opening paragraph of this Assignment, or at such other place as Lender shall designate in writing. No such credit shall be given for any Rents after termination of the License, after foreclosure or other transfer of the Mortgaged Property (or part thereof from which Rents are derived pursuant to this Assignment) to Lender or any other third party.

Section 4.3 Notice to Lessees. Upon receipt from Lender of a Lease Rent Notice (a "Notice"), each Lessee under the Leases is hereby authorized and directed to pay directly to Lender all Rents thereafter accruing and the receipt of Rents by Lender shall be a release of such Lessee to the extent of all amounts so paid and actually received by Lender. The receipt by a Lessee under the Leases of a Notice shall be sufficient authorization for such Lessee to make all future payments of Rents directly to Lender and each such Lessee shall be entitled to rely on the Notice(s) and shall have no liability to Borrower for any Rents paid to Lender after receipt of a Notice. Rents so received by Lender under this Assignment pursuant to a Lease Rent Notice for any period prior to foreclosure under the Mortgage or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment of the following (in such order and priority as Lender shall determine): (i) all Operating Expenses; (ii) all expenses incident to taking and retaining possession of the Mortgaged Property and/or collecting Rent as it becomes due and payable; and (iii) the Indebtedness. In no event will the provisions of this Section reduce the Indebtedness except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower, Rents so received by Lender or any part thereof. As between Borrower and Lender, and any Person claiming through or under Borrower, other than any Lessee under the Leases who has not received a Lease Rent Notice, this Assignment is intended to be presently and immediately effective, and the Lease Rent Notice hereof is intended solely for the benefit of each such Lessee and shall never inure to the benefit of Borrower or any Person claiming

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through or under Borrower, other than a Lessee who has not received such Notice **BORROWER SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE FOR THE PAYMENT OF ANY RENTS TO LENDER HEREUNDER.**

Section 4.4 Termination of Assignment. Upon payment in full of the Indebtedness, the delivery and recording of a release, satisfaction or discharge of the Mortgage duly executed by Lender and a re-assignment of the Rents to Borrower, this Assignment shall terminate, become null and void and shall be of no further force and effect.

ARTICLE V

WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 5.1 Warranties and Representations. Borrower hereby unconditionally warrants and represents to Lender as of the date hereof and at all times during the term of this Assignment as follows:

(a) No Default. Borrower has duly and punctually performed, each and every term, covenant, condition and warranty of the Leases on Borrower's part to be kept, observed and performed in all material respects; to Borrower's knowledge, no uncured default has occurred under the terms or provisions of any of the Leases; and to Borrower's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute a default under the terms of any of the Leases.

(b) No Modification of Leases or Anticipation or Hypothecation of Rents. The Leases are valid and unmodified, except as indicated herein and are in full force and effect; neither Borrower nor any predecessor lessor has sold, assigned, transferred, mortgaged or pledged the Leases or assigned the Rents, whether now due or hereafter to become due; the Rents now due, or to become due, for any periods subsequent to the date hereof have not been collected more than one (1) month for any one (1) Lessee on the Mortgaged Property in advance, waived or released, discounted, setoff or otherwise discharged or compromised; to Borrower's knowledge, neither Borrower nor any predecessor lessor has taken any actions or executed any instruments which could prevent Lender from taking any actions or exercising any rights or remedies under any of the terms and provisions of this Assignment or which could limit Lender in taking or exercising any actions, rights or remedies hereunder; and Borrower has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents.

Section 5.2 Covenants. Borrower hereby unconditionally covenants and agrees with Lender as follows:

(a) Performance. Borrower shall observe, perform and discharge, duly and punctually, each and every of the obligations, terms, covenants, conditions and covenants in the Loan Documents, and of the Leases in all material respects; and Borrower shall give prompt notice to Lender of any failure on the part of Borrower to observe, perform and discharge the same in all material respects. Borrower shall enforce or secure in a commercially reasonable and prudent manner, in the name of Lender (if Lender should so request), the performance of each and every obligation, term, covenant, condition and agreement to be performed by a Lessee under the terms of the applicable Lease or a guarantor of a Lease under the terms of the applicable guaranty of such Lease. Borrower shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases (and any applicable

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guaranty thereof) or the obligations, duties or liabilities of Borrower and Lessee thereunder, and, upon request by Lender, to do so in the name and on behalf of Lender but at the sole cost and expense of Borrower, and to pay any and all costs and expenses of Lender, including, without limitation, reasonable attorneys' fees and expenses in any action or proceeding in which Lender may appear. Borrower shall not waive, excuse, condone, discount, set off, compromise or in any manner release or discharge any current or future Lessee (or guarantor of such Lessee's Lease) from any obligations, covenants, conditions and agreements by said Lessee (or guarantor of such Lessee's Lease) to be kept, observed and performed, including, without limitation, the obligation to pay rent in the manner and at the place and time specified in any current or future Lease except in the exercise of its commercially reasonable business discretion and only to the extent not prohibited by the Mortgage. Borrower shall not enter into any new Leases for premises of 14,000 rentable square feet or greater without the prior written consent of Lender, nor shall Borrower cancel, terminate or consent to any surrender of any existing Lease (or any guaranty thereof), or modify or alter the terms of any Lease (or any guaranty thereof) for premises of 14,000 rentable square feet or greater without, in each such instance, the prior written consent of Lender. Borrower shall provide to Lender a copy of each new Lease immediately upon execution, as well as a copy of any extension, renewal, expansion, cancellation, termination, amendment or modification for any Lease. Immediately upon an Event of Default, Borrower shall notify each Lessee (and each guarantor of each applicable Lease) and/or other occupant of the Mortgaged Property in writing of the rights granted to Lender hereunder, and to direct, in writing, Lessee (and each guarantor of each applicable Lease) and/or other occupant of the Mortgaged Property to thereafter pay all Rents then due or to become due from Lessee (or such guarantor of the applicable Lease) and/or other occupant directly to Lender upon such Lessee's (and each guarantor's) and/or other occupant's receipt of a Lease Rent Notice in accordance with Section 4.3 hereof.

(b) Anticipation or Hypothecation of Rents. Borrower shall neither receive nor collect any Rents from any present or future Lessee for a period of more than one (1) month for any one (1) Lessee on the Mortgaged Property in advance; Borrower shall not waive or release, discount, setoff or otherwise discharge or compromise the Rents now due or to become due or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents other than with respect to Borrower pursuant to this Assignment; neither Borrower nor any successor lessor shall take any actions or execute any instruments which could prevent Lender from taking any actions or exercising any rights or remedies under any of the terms and provisions of this Assignment or which could limit Lender in taking or exercising any actions, rights or remedies hereunder; and Borrower shall not receive any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents.

(c) No Sublease or Assignment. Borrower shall not consent to any subletting of the Mortgaged Property or any part thereof, nor to any assignment of any Lease by any Lessee thereunder of any Lease requiring Lender's consent pursuant hereto, nor to any assignment or further subletting of any sublease of any Lease requiring Lender's consent pursuant hereto, without obtaining in each instance the prior written consent of Lender.

(d) Delivery of Leases; Further Acts and Assurances. Until the Indebtedness and the Obligations have been paid in full and discharged, Borrower will deliver to Lender a certified rent roll by January 15th of each calendar year listing all Leases in effect for all or any part of the Mortgaged Property, and will transfer and assign future Rents upon the same terms and conditions as herein contained, and Borrower hereby covenants and agrees to make, execute and

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deliver to Lender, upon demand and at any time or times, copies of all Leases, any and all assignments and other documents and instruments which Lender may deem advisable to carry out the true purpose and intent of this Assignment. Accordingly, Borrower shall provide to Lender copies of any and all notices, complaints, demands and petitions regarding (i) any actual, potential or alleged default on the part of Borrower or Lessee under a Lease or (ii) violations of any Environmental Laws (as such term is defined in the Mortgage), sent or received by Borrower immediately upon Borrower's sending same or within ten (10) business days of Borrower's receipt of same, as applicable.

(e) Security Deposits. Borrower shall hold all security deposits received pursuant to the Leases in an account separate from any and all other funds of Borrower as Lender's Agent in accordance with all applicable law. From and after the occurrence of an Event of Default, and upon the written demand by Lender, Borrower shall pay to Lender any and all security deposits for which the lessor under the Leases shall be liable to the Lessees. Upon, but only to the extent of, receipt by Lender of such security deposits, Lender shall be responsible for and liable to such Lessees with respect to the security deposits.

(f) Not an Executory Contract. Borrower agrees that, once entered, this Assignment is not an executory contract under applicable law, and that Lender owes no performance such that this Assignment would be executory.

ARTICLE VI

REMEDIES

Section 6.1 Remedies of Lender.

(a) Upon the occurrence of an Event of Default, Borrower hereby agrees that the License and Borrower's relationship as Lender's Agent shall automatically, and without further action of any kind or nature by Lender, terminate, and that Lender may give the Lease Rent Notice to Lessees under the Leases. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce any provision of this Assignment. After the termination of the License, all Rents collected by Lender shall be applied as provided for in Section 4.3 of this Assignment, collection of Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or notice of default, if any, hereunder nor invalidate any act done pursuant to such notice. Failure or discontinuance by Lender, at any time or from time to time, to collect said Rents shall not in any manner impair the subsequent enforcement by Lender, of the right, power and authority herein conferred upon Lender. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Lender shall be or shall be construed to be, an affirmation by it of any tenancy, lease or option nor an assumption of liability under, nor the subordination of, the lien or charge of the Mortgage, to any such tenancy, lease, or option, nor an election of judicial relief, if any such relief is requested or obtained as to Rents, with respect to the Mortgaged Property or any collateral given by Borrower to Lender.

(b) In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Mortgaged Property in such manner and form as Lender deems advisable; (ii) exercise all rights and powers of Borrower, including the right to demand, sue for, demand, collect, receive, sue for, attach and levy all Rents from the Mortgaged Property and all sums payable under the Assignment Property, to give proper receipts, releases and acquittances therefor; (iii) require Borrower to pay monthly in advance to Lender, the fair and reasonable rental value for the use and occupancy of such part of the Mortgaged Property as may

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be in possession of Borrower, or require Borrower to vacate and surrender possession of the Mortgaged Property to Lender and, in default thereof, Borrower may be evicted therefrom by summary proceedings or otherwise.

Section 6.2 Other Remedies; Waiver. 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 Loan 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 indebtedness and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with or subsequent to any action taken by it hereunder. 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 Borrower under this Assignment, or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof or to enforce and realize upon the liens and security interests created by any of the Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of 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 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 6.3 Release of Security. Lender may take or release any security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any security held by Lender to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

Section 6.4 Non-Waiver. The exercise by Lender of the rights granted it in Section 6.1 of this Assignment and the collection of the Rents and other sums payable in relation to the Assignment Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Leases, this Assignment or the Loan 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. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Documents; (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Property; or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or any of the Loan Documents. Lender may resort for the payment of the Indebtedness to any security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Indebtedness 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 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.

ARTICLE VII

FURTHER ASSURANCES/NO LIABILITY

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Section 7.1 Further Assurances. Borrower will, at the cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, 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 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 Borrower to the extent Lender may lawfully do so, one or more, assignments, conveyances or transfers, to evidence more effectively the assignments or other agreements herein contained on the part of Borrower, provided, however, no such acts, conveyances, assignments, notices of assignments, transfers or assurances shall materially increase Borrower's obligations or materially decrease Borrower's rights under the Loan Documents.

Section 7.2 No Liability of Lender. This Assignment shall not be construed to be an assumption of, or 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 Borrower resulting from Lender's failure to lease the Mortgaged Property or any portion thereof, after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default unless such loss is caused by the fraud, willful misconduct or gross negligence of Lender. Unless caused by any act or omission of Lender or Lender's agents, representatives, employees or contractors, this Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged 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 the Mortgaged Property by the tenants or any other parties or for any dangerous or defective condition of the Mortgaged Property, including the presence of any Hazardous Substances, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 7.3 **BORROWER'S INDEMNITIES**. **BORROWER HEREBY AGREES TO INDEMNIFY, DEFEND (AT TRIAL AND APPELLATE LEVELS, AND WITH ATTORNEYS, CONSULTANTS AND EXPERTS ACCEPTABLE TO LENDER) AND HOLD LENDER AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, ACTUAL, OUT-OF-POCKET, THIRD PARTY COST, DAMAGE OR EXPENSE WHICH LENDER AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES MAY INCUR UNDER OR BY REASON OF THIS ASSIGNMENT OR IN RELATION TO THE ASSIGNMENT PROPERTY, OR FOR ANY ACTION TAKEN BY LENDER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES HEREUNDER, OR BY REASON OR IN DEFENSE OF ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES ARISING OUT OF THE LEASES OR THE LEASE GUARANTIES, EXCLUDING ANY CLAIMS RESULTING FROM THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, BUT INCLUDING**

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SPECIFICALLY, BUT WITHOUT LIMITATION, ANY CLAIM BY ANY LESSEE OF CREDIT FOR RENTS PAID TO AND RECEIVED BY BORROWER, BUT NOT DELIVERED TO LENDER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, FOR ANY PERIOD UNDER ANY LEASE MORE THAN ONE (1) MONTH IN ADVANCE OF THE DUE DATE THEREOF. IF LENDER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES INCURS ANY SUCH LIABILITY, LOSS, COST, DAMAGE OR EXPENSE, THE AMOUNT THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES, WITH INTEREST THEREON AT THE DEFAULT RATE SPECIFIED IN THE NOTE, SHALL BE PAYABLE BY BORROWER TO LENDER IMMEDIATELY, WITHOUT DEMAND AND SHALL BE SECURED BY ALL SECURITY FOR THE PAYMENT AND PERFORMANCE OF THE INDEBTEDNESS AND THE OBLIGATIONS, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, THE LIEN AND SECURITY INTEREST OF THE MORTGAGE; PROVIDED, HOWEVER, THAT THE RENTS ARE NOT AND SHALL NOT BE SECURITY FOR THE LIABILITY OF BORROWER, IF ANY, UNDER THIS SECTION.

Section 7.4 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged 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.

ARTICLE VIII APPLICABLE LAW

Section 8.1 Choice of Law. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the State of Texas and applicable federal law, provided that the internal laws of the State of Illinois (without regard for its conflicts of laws principles) shall govern the creation, perfection, and priority of liens upon and security interests in any portion of the Mortgaged Property located in the State of Illinois. Borrower, for itself and its successors and assigns, hereby irrevocably (i) submits to the nonexclusive jurisdiction of the state and federal courts in Texas; (ii) waives, to the fullest extent permitted by law, any objection that it may now or in the future have to the laying of venue of any litigation arising out of or in connection with any Loan Document brought in the District Court of the county in which the Land is located, or in the United States District Court for the District and Division thereof located in the county in which the Land is located, (iii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum; and (iv) agrees that any legal proceeding against Lender arising out of or in connection with any of this Assignment may be brought in one of the foregoing courts. Nothing herein shall affect the right of Lender to serve process in any manner permitted by law or shall limit the right of Lender to bring any action or proceeding against Borrower or with respect to any of Borrower's property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The waivers in this Section 8.1 are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, amendments, modifications, or

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replacements in respect of this Assignment.

Section 8.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. 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. The failure of any party hereto to execute this Assignment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 9.2 Notices. All notices or other communications required or permitted to be given pursuant to this Assignment shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) by delivering same in person to the intended addressee; (iii) by delivery to a reputable independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee; or (iv) by prepaid telegram, telex or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice given by personal delivery shall be effective only if and when received by the addressee; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein and as provided in the Mortgage; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

Section 9.3 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 9.4 Recitals. The recital and introductory paragraphs of this Assignment are a part hereof, form a basis for this Assignment, and shall be considered prima facie evidence of the facts and documents referred to herein.

Section 9.5 Sole Discretion of Lender. Wherever pursuant to this Assignment (i) Lender exercises any right given to it to approve or disapprove; (ii) any arrangement or term is to be satisfactory to Lender; or (iii) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.

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Section 9.6 Costs and Expenses of Borrower. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement of the expenses for in-house staff or otherwise.

Section 9.7 Survival of Obligations. Each and all of the provisions of this Assignment shall survive the execution and delivery of this Assignment and the consummation of the Loan and shall continue in full force and effect until the termination of this Assignment; provided, however, that nothing contained in this Section shall limit the obligations of Borrower as otherwise set forth herein.

Section 9.8 Recording and Filing. Borrower will cause this Assignment (requested by Lender) and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

Section 9.9 ENTIRE AGREEMENT. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO. THIS ASSIGNMENT MAY ONLY BE AMENDED OR WAIVED BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

Section 9.10 WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, LENDER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS ASSIGNMENT OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Section 9.11 Successors and Assigns. The terms and provisions hereof shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

EXECUTED to be effective as of the date first written above.

[Signature appears on following page]

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BORROWER:

AMCAP NORTHPOINT II LLC,
a Delaware limited liability company

By: PG AmCap JV LLC,
a Delaware limited liability company,
its Sole Member

By: AmCap CCN Manager LLC,
a Delaware limited liability company,
its Managing Member

By: AmCap Management LLC,
a Delaware limited liability company, its
Managing Member

By: AmCap, Incorporated,
a Connecticut corporation,
its Managing Member

By: *Jonathan Greenfield*
Jonathan Greenfield,
Treasurer and CFO

STATE OF Connecticut
COUNTY OF Fairfield

§ Stamford
§

The foregoing instrument was acknowledged before me this 28th day of July, 2021, by Jonathan Greenfield, Treasurer and CFO of AmCap, Incorporated, a Connecticut corporation, the managing member of AmCap Management LLC, a Delaware limited liability company, AmCap CCN Manager LLC, a Delaware limited liability company, the managing member of PG AmCap JV LLC, a Delaware limited liability company, the sole member of AmCap NorthPoint II LLC, a Delaware limited liability company, on behalf of said corporation and limited liability companies.

Vincenzina M. Duno
NOTARY PUBLIC in and for the State of CT

VINCENZINA M. DUNO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 7/31/2024

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EXHIBIT "A"

Property Description

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50 MINUTES, 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 200-470 East Rand Road, Arlington Heights Il 60004

Tax ID Numbers: 03-17-301-017-0000
03-17-301-019-0000
03-17-301-020-0000
03-17-301-021-0000
03-17-301-022-0000