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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/10/2021 12:21 PM PG: 1 OF 16

This instrument was prepared by
and once recorded return to:

Philip M. J. Edison, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
(312) 845-3905

Address: 1 East Delaware Place, Chicago, Illinois, 60611
PINs: 17-03-216-023-0000, 17-03-216-029-0000

ASSIGNMENT OF LEASES AND RENTS

AG ONE EAST DELAWARE OWNER LLC

LLM#2107401 LD 2016
JYok CTF

(Assignor)

to

HEITMAN CREDIT ACQUISITION I, LLC

(Assignee)

EFFECTIVE: As of November 9, 2021

LOCATION: Chicago, Illinois

COUNTY: Cook

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AG ONE EAST DELAWARE OWNER LLC

Assignment of Leases and Rents

This ASSIGNMENT OF LEASES AND RENTS ("*Assignment*") effective as of November 9, 2021, by AG ONE EAST DELAWARE OWNER LLC, a Delaware limited liability company, having an address of c/o Alcion Ventures LP, 53 State Street, 37th Floor, Suite 3702, Boston, Massachusetts 02109 ("*Assignor*") to HEITMAN CREDIT ACQUISITION I, LLC, a Delaware limited liability company, as lender, having an address of c/o Heitman Capital Management, 191 North Wacker Drive, Suite 2500, Chicago, Illinois 60606, as assignee ("*Assignee*"), pursuant to that certain Loan Agreement dated as of even date herewith (the "*Loan Agreement*").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement Assignee has agreed to provide financing to Assignor in the principal amount of up to \$113,500,000.00 in accordance with the terms set forth in the Loan Documents, as evidenced by that certain Note described therein.

WHEREAS, the Note is secured by, among other things, a (i) Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (the "*Mortgage*") from the Assignor to the Assignee, creating a valid and perfected first mortgage lien on the Property located in Cook County, Illinois (more particularly described on *Exhibit A* attached hereto) and (ii) the other Loan Documents.

WHEREAS, Assignor desires to secure the payment of the principal sum, interest, make whole amount or other premium and all other sums due and payable under the Note, the Mortgage, this Assignment and the other Loan Documents and the performance of all of its obligations under the Note and the Indebtedness as defined in the Mortgage.

WHEREAS, capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed to such terms in the Loan Agreement.

ARTICLE 1 ASSIGNMENT

Section 1.1. Assignment. In addition to, and not in contravention of the Mortgage, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance by Assignor of all Indebtedness hereby absolutely and unconditionally assigns, transfers and grants to Assignee the following property, rights, interests and estates, now owned, or hereafter acquired, by Assignor:

(a) *Leases.* All leases relating to the Property and the right, title and interest of Assignor, its successors and assigns, therein and thereunder (the "*Leases*").

(b) *Other Agreements.* All subleases, licenses, grants, concessions and other agreements, if any, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, together with any extension, renewal or replacement of the same and for which Assignor is entitled to receive payment

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of the rent, fees or other consideration thereunder (collectively, the "*Other Agreements*"), this assignment of the Other Agreements being effective without further or supplemental assignment.

(c) *Rents*. To the extent of Assignor's interest, all rents, fees and other consideration received in connection with the Leases or the Other Agreements (collectively, "*Rents*").

(d) *Bankruptcy Claims*. All of Assignor's claims and rights (the "*Bankruptcy Claims*") to the payment of damages arising from any rejection by the tenants (the "*Tenants*") under the Leases or any counterparty under the Other Agreements under the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as the same may be amended (the "*Bankruptcy Code*") or under similar Delaware bankruptcy or receivership laws.

(e) *Lease Guaranties*. All of Assignor's right, title and interest, if any, in and to any and all lease guaranties, letters of credit and any other credit support given in connection with the Leases and the Other Agreements to Assignor or predecessors if any (individually, a "*Lease Guaranty*", and, collectively, the "*Lease Guaranties*") by any guarantor (individually, a "*Lease Guarantor*," and, collectively, the "*Lease Guarantors*").

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

(g) *Other*. All rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases and the Other Agreements and beneficiary under the Lease Guaranties, including without limitation, (A) the immediate and continuing right to make claims for, receive, collect and receipt for, all Rents payable or receivable under the Leases and the Other Agreements and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Indebtedness) and to do all other things which Assignor or any lessor is or may become entitled to do under the Leases, the Other Agreements or the Lease Guaranties; (B) jointly with Assignor, but subject to the terms of the Loan Documents, the right to pursue and collect any claim in bankruptcy or receivership proceedings of the Tenants, any other tenant under the Other Agreements or any Lease Guarantor; (C) jointly with Assignor, but subject to the terms of the Loan Documents, the right to accept or reject any offer made by the Tenants, any other tenant under the Other Agreements or any Lease Guarantor to purchase the Property or any part thereof and any other property subject to the Leases, the Other Agreements or any Lease Guaranty and to perform all other necessary or appropriate acts with respect to such purchases; (D) the right to make all waivers and agreements, to give and receive all notices, consents and releases, and to take such action upon the happening of a default beyond applicable cure periods, if any, and the continuation thereof under the Leases, the Other Agreements or any Lease Guaranty as Assignor shall have the right under the Leases, the Other Agreements or any Lease Guaranty or at law to take, including the right to commence, conduct and consummate eviction proceedings; (E) the right, at Assignee's option, upon reasonable advance notice and subject to the rights of Tenants under the Leases to enter upon the Property or any portion thereof in person, by agent or by

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court-appointed receiver; and (F) during the existence of an Event of Default, Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in the Mortgage in accordance with the terms thereof, and any or all other actions designated by Assignee for the proper management and preservation of the Property.

Section 1.2. Consideration. This Assignment is made in consideration of that certain extension of credit made by Assignee to Assignor evidenced by the Note and secured by the Mortgage given by Assignor to or for the benefit of Assignee, dated the date hereof, covering the Property and intended to be duly recorded.

ARTICLE 2 COVENANTS

Section 2.1. Obligations and Terms Respecting the Leases, the Other Agreements and the Lease Guaranties.

(a) *Obligations and Terms Respecting the Leases, the Other Agreements, and the Lease Guaranties.*

(i) The Assignor will punctually perform all obligations, covenants and agreements by it to be performed under the Leases, the Other Agreements and the Lease Guaranties in accordance with the terms thereof, and will at all times do all things reasonably necessary (up to and including litigation) to compel performance by tenants under the Leases and any counterparty under the Other Agreements and the Lease Guarantors of all covenants and agreements by them to be performed under the Leases, the Other Agreements or the Lease Guaranties, as applicable. The Assignor will take no action and permit no action to be taken by other Persons which will release tenants under the Leases or any counterparty under any Other Agreements or any Lease Guarantor from their obligations and liabilities under the Leases, the Other Agreements or the Lease Guaranties, as applicable, or result in the termination, amendment or modification (except with respect to an amendment or modification, only to the extent specifically set forth in Section 2.2 hereof), or impair the validity of, the Leases, the Other Agreement or the Lease Guaranties, as applicable. The Assignor will give to the Assignee notice of all defaults by tenants under the Leases and any counterparty under the Other Agreements or any Lease Guarantor, as applicable, under the Leases, the Other Agreements or the Lease Guaranties, promptly after they have become known to the Assignor. Neither this Assignment nor any action or inaction on the part of the Assignee shall constitute an assumption on the part of the Assignee of any obligation to tenants under the Leases or any counterparty under the Other Agreements or any Lease Guarantor or any other Person under the Leases, the Other Agreements or the Lease Guaranties. No action or inaction on the part of the Assignor shall adversely affect or limit in any way the rights of the Assignee under this Assignment, or, through this Assignment, under the Leases, the Other Agreements or the Lease Guaranties.

(ii) The Assignor will not, except with the prior written consent of the Assignee, take or suffer to be taken any action or consent to or permit any prepayment or discount of

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Assignment of Leases and Rents

Rents or payment of Rents more than one month in advance, under the Leases, the Other Agreements or the Lease Guaranties, except (A) first month's rent and last months' rents to the extent retained in the Operating Account until such time as Assignor allocates such amounts to the month they each relate, (B) non-refundable fees, and (C) security deposits.

(iii) The Assignor will not, without the prior written consent of the Assignee (to the extent the action of the Assignor is required for any of the following actions):

(A) declare a default or exercise the remedies of the landlord under, or terminate, modify (except with respect to a modification, only to the extent specifically set forth in Section 2.2 hereof or as expressly permitted by the Loan Agreement or Mortgage) or accept a surrender of, or exercise any recapture rights, or offer or permit any termination, modification or surrender of, the Leases, the Other Agreements or the Lease Guaranties or any part thereof; or

(B) assign, transfer or hypothecate any Rents or other payment due or to become due under the Leases, the Other Agreements or the Lease Guaranties or anticipate any Rents or other payment thereunder.

(iv) Notwithstanding anything to the contrary set forth in any document, the Assignor agrees that it will not enter into any agreement subordinating, amending, supplementing (except with respect to an amendment or supplement, only to the extent specifically set forth in Section 2.2 hereof or as expressly permitted by the Loan Agreement or Mortgage), hypothecating, waiving, discharging or terminating the Leases, the Other Agreements or any Lease Guaranty or this Assignment without the Assignee's prior written consent thereto except as otherwise permitted by the Loan Agreement, and that any attempted subordination, amendment, supplement, hypothecation, waiver, discharge or termination without such consent shall be void. The Assignor will not terminate the Leases, the Other Agreements or any Lease Guaranty in the event of default without the express prior written consent of the Assignee except as otherwise permitted by the Loan Agreement. In the event that the Leases, the Other Agreements or any Lease Guaranty shall be amended or supplemented as herein permitted, the Leases, the Other Agreements and the Lease Guaranties as so amended or supplemented shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto.

(v) The Lease Assignment set forth in this Section 2.1 shall run with the land and be good and valid against the Assignor or those claiming by, under or through the Assignor, from the date hereof and such assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Assignment. In the event of a sale or foreclosure which shall result in a deficiency, such assignment shall stand as security during the redemption period for the payment of such deficiency. The Assignee shall be permitted, at its sole option, to exercise remedies under such assignment separately from remedies exercised against other portions of the Property.

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Assignment of Leases and Rents

Section 2.2. Excepted Rights. Notwithstanding anything to the contrary contained in this Assignment, this Assignment is in all respects subject to Assignor's right prior to the occurrence of an Event of Default (a) to receive from tenants under the Leases and any counterparty under the Other Agreements certificates and other documents and information that tenants under the Leases or any counterparty under the Other Agreements are required to give or furnish to Assignor in accordance with the Leases or Other Agreements, (b) to inspect the Property and all records relating thereto, (c) to demand performance or observance by the tenants under the Leases and the counterparties under the Other Agreements of the applicable terms, conditions and agreements of the Leases or Other Agreements, as the case may be, as allowed by law, equity, or the Leases or Other Agreements, and (d) subject to the terms and restrictions placed upon the Assignor in the Loan Documents, perform the duties and responsibilities of a "landlord" of real property; *provided, however,* that except as provided in the Loan Agreement, Assignor may not (1) accelerate payment of Rent, or (2) give any notice, sue or pursue any remedy or take any action under the Leases or Other Agreements that might have the effect of (A) terminating the Leases or Other Agreements, (B) dispossessing the tenants under the Leases or any counterparty under the Other Agreements, (C) declaring the Leases or the Other Agreements forfeited or terminated, (D) reducing any tenant obligations under the Leases or counterparty obligations under the Other Agreements, or (E) adversely affecting the rights of Assignor under the Leases or the Other Agreements, or the rights or interests of Assignee under the Loan Documents, without in each instance Assignee's prior written consent which Assignee may grant or withhold in its sole discretion.

ARTICLE 3

TERMS OF ASSIGNMENT

Section 3.1. Present Assignment. Assignor hereby absolutely and unconditionally assigns to Assignee Assignor's right, title and interest in and to the Leases, all current and future Other Agreements and the Rents; it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Assignee hereby confers upon Assignor a license ("*License*") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 18 of the Mortgage, has occurred and is continuing unless a cure thereof has been accepted in writing by Assignee in its sole discretion. If an Event of Default occurs this License shall automatically terminate without notice to or demand upon Assignor, and without regard to the adequacy of Assignee's security under this Assignment. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance reasonably satisfactory to Assignee, as may hereinafter be requested in writing by Assignee to further evidence and confirm said assignment, *provided* that no such documents shall increase Assignor's obligations or liabilities or decrease Assignor's rights. Assignee is hereby granted and assigned by Assignor the right to enter the Property subject to the terms of the Leases and the Other Agreements, respectively for the purposes of enforcing its interest in the Leases and the Other Agreements and the Rents, which right Assignee shall not exercise in the absence of an Event of Default. Upon the occurrence of an Event of Default, Assignee shall immediately be entitled to possess the Leases and the Other Agreements and exercise all rights of landlord under the Leases and the Other Agreements, whether or not Assignee enters upon and takes control of the Property. Assignor hereby grants and assigns to Assignee the right, at its option, upon the occurrence of an Event of Default, to enter upon the Property in person, by agent or by court-appointed receiver.

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Assignment of Leases and Rents

ARTICLE 4 REMEDIES

Section 4.1. Remedies of Assignee. Upon or at any time after the occurrence of a default under this Assignment that is not cured pursuant to Section 7.1 of the Loan Agreement (except with respect to the termination of the Leases or Other Agreements, redirection of the Rents, or amendment or modification of the Leases or Other Agreements in violation of the terms hereof, for which no grace period shall be available), or an Event of Default occurs under the Mortgage (a "Default"), Assignee personally or by agents or attorneys may, subject always to the then existing rights, if any, of the Tenants or any permitted subtenant or assignee under the Leases and of the counterparties under the Other Agreements and to the extent permitted by law (i) enter into and take possession of all or any part of the Property, and may forthwith use, operate, manage, insure, repair and improve the Property and take any other action which, in Assignee's judgment, is necessary or proper to conserve the value of the Property, (ii) collect and receive all earnings, revenues, rents, issues, profits and income from the Property or any part thereof (and for such purpose Assignor does hereby irrevocably constitute and appoint Assignee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Assignor irrevocably acknowledging that any payment made to Assignee hereunder shall be a good receipt and acquittance against Assignor to the extent so made), (iii) pay all principal charges including taxes and assessments levied thereon and operating and maintenance expenses and all disbursements and liabilities of Assignor hereunder and (iv) apply the net proceeds arising from any such operation of the Property as provided in the Mortgage in respect of the proceeds of a sale of the Property. The right to enter and take possession of the Property and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Assignee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any reasonable receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby and which Assignor promises to pay within ten (10) days after demand (such demand to include invoices or statements relating to the expenses incurred) together with interest at the Default Rate if such are not paid by Assignor within such ten (10) day period. Except as otherwise specifically set forth herein, including in Section 5.1, the Assignee shall not be liable to account to Assignor for any action taken pursuant hereto other than to account for any rents actually received by Assignee. Without taking possession of the Property, Assignee may, in the event the Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute additional Indebtedness payable within ten (10) days after demand (such demand to include invoices or statements relating to the expenses incurred) with interest thereon at the Default Rate if such are not paid by Assignor within such ten (10) day period.

Section 4.2. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Indebtedness and to enforce any other security therefor held by it may be exercised by

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Assignment of Leases and Rents

Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor 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 Assignor under this Assignment, the Note, the Mortgage, the other Loan Documents or otherwise with respect to the Note secured hereby (other than if Assignor is contesting such obligations in good faith) in any action or proceeding brought by Assignee to collect the same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Mortgage, or any of the other Loan Documents (*provided, however*, that the foregoing shall not be deemed a waiver of Assignor'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 Assignor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Assignee in any separate action or proceeding).

Section 4.3. Other Security. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

Section 4.4. Non-Waiver. The collection of the Rents and sums due under the Leases, the Other Agreements and Lease Guaranties and the application thereof as herein provided by Assignee shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, the Leases, this Assignment or the other Loan Documents. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) the failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the other Loan Documents. Assignee may resort for the payment of the Indebtedness to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 4.5. Bankruptcy. Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of the Leases or any of the Other Agreements, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of any tenant under the Leases or any counterparty under the Other Agreements under the Bankruptcy Code or any applicable State bankruptcy or receivership laws.

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Assignment of Leases and Rents

ARTICLE 5 NO LIABILITY, FURTHER ASSURANCES

Section 5.1. No Liability of Assignee. This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any Lease, Other Agreement or Lease Guaranty or otherwise impose any obligation upon Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after an Event of Default. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, the Other Agreements or any Lease Guaranties or by reason of this Assignment. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases, the Other Agreements or any Lease Guaranties; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Material, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger unless resulting from the gross negligence, intentional misconduct or bad faith of Assignee or any agent or representatives of Assignee; further, Assignor shall not be liable for the willful misconduct or grossly negligent acts or omissions of the Assignee or any agent or representative of Assignee that occur subsequent to Assignee taking possession of the Property.

Section 5.2. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee.

Section 5.3. Further Assurances. Assignor will, at the cost of Assignor, and without expense to Assignee, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Assignee shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Assignee the property and rights hereby assigned, or which Assignor may be or may hereafter become bound to convey or assign to Assignee, 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, reasonably promptly after demand, will execute and deliver and hereby authorizes Assignee, in the event that Assignor does not reasonably promptly so execute, to execute in the name of Assignor to the extent Assignee 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 or the Other Agreements, *provided* that no such documents shall increase Assignor's obligations or liabilities or decrease Assignor's rights.

ARTICLE 6 MISCELLANEOUS PROVISIONS

Section 6.1. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

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Section 6.2. 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 Assignor or Assignee, 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 6.3. 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 "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Notes" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Assignee in protecting its interest in the Property, the Leases, the Other Agreements and the Rents and enforcing its rights hereunder, and the word "Indebtedness" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the other Loan Documents.

Section 6.4. Authority. Assignor represents and warrants that it 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 Assignor or the Property.

Section 6.5. 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 6.6. 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 6.7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

Section 6.8. Termination of Assignment. Upon payment in full of the Indebtedness, this Assignment shall be void and of no effect, as evidenced by the cancellation of record and/or such other reasonable and customary documents as are necessary to release the liens created hereunder.

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Section 6.9. Notices. All communications, notices, demands and requests provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when received (or refused) delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, or by prepaid overnight air courier, addressed as follows:

If to Assignor:

AG One East Delaware Owner LLC
c/o Alcion Ventures LP
53 State Street, 37th Floor
Suite 3702
Boston, Massachusetts 02109
Attn: Eugene F. DelFavero

with a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attn: Andrew C. Sucoff

If to Assignee:

Heitman CREDIT Acquisition I, LLC
c/o Heitman Capital Management
191 North Wacker Drive, Suite 2500
Chicago, Illinois 60606
Attn: Jonathan Lindell

With a copy through
and including December 17,
2021 to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attn: Philip M. J. Edison

With a copy after December 17,
2021 to:

Chapman and Cutler LLP
320 South Canal Street, Suite 2700
Chicago, Illinois 60606-5707
Attn: Philip M. J. Edison

or as to either party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 6.10. Liability. If Assignor 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 Assignor and Assignee and their respective successors and assigns.

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Section 6.11. 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 6.12. 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 6.13. Sole Discretion of Assignee. Wherever pursuant to this Assignment (a) Assignee exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Assignee, or (c) any other decision or determination is to be made by Assignee, the decision of Assignee to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Assignee, shall be in the sole discretion of Assignee, except as may be otherwise expressly and specifically provided herein.

Section 6.14. Successors and Assigns. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and Assignor and their successors and assigns, including, with respect to Assignee any subsequent holder of the Mortgage, and shall be binding upon Assignee and Assignor, and their respective heirs, executors, administrators, successors and assigns and, with respect to Assignor any subsequent owner of the Property.

Section 6.15. Recitals. The recitals are a substantive portion of this Assignment and are incorporated by reference as though set forth herein in full.

Section 6.16. Waiver of Jury Trial. EACH OF ASSIGNOR AND ASSIGNEE, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND ASSIGNEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEE TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

Section 6.17. Jurisdiction and Venue. ASSIGNOR AND ASSIGNEE HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED AND OUT OF THIS ASSIGNMENT SHALL BE LITIGATED AT ASSIGNEE'S DISCRETION IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF ASSIGNEE INITIATES SUCH ACTION, ANY COURT IN WHICH ASSIGNEE SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR AND ASSIGNEE HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN ANY OF SUCH COURTS, AND HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREE THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. ASSIGNOR WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT

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AG ONE EAST DELAWARE OWNER LLC

Assignment of Leases and Rents

FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY ASSIGNEE AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ASSIGNEE OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[signature page follows]

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

ASSIGNOR:

AG ONE EAST DELAWARE OWNER LLC, a
Delaware limited liability company

By:  _____

Name: Eugene DeFavero

Title: Authorized Signatory

Property of Cook County Clerk's Office

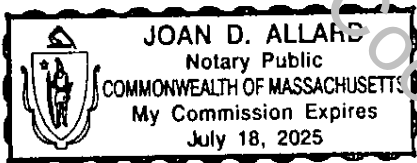
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ACKNOWLEDGEMENT

STATE OF Massachusetts)
) SS.
 COUNTY OF Suffolk)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Eugene DeFavero personally known to me to be the Authorized Signatory of AG One East Delaware Owner LLC appeared before me this day in person and acknowledged that, as such Authorized Signatory, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of November, 2021.



Joan D. Allard
 Notary Public

My Commission Expires: July 18, 2025

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN ONE EAST DELAWARE PLACE BEING A VERTICAL SUBDIVISION OF PART OF BLOCK 15 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, IN, TO, UPON AND THROUGH THE LOCATION OF THE EXISTING BLACK EXHAUST DUCT SYSTEM RUNNING FROM ONE EAST DELAWARE PLACE THROUGH THE DESIGNATED POTASH FACILITY, FOR THE CONTINUED USE OF THE DUCT SYSTEM AT ITS PRESENT LOCATION, AS CREATED BY EASEMENT AGREEMENT DATED AS OF MAY 18, 1992 AND RECORDED JUNE 17, 1992 AS DOCUMENT 92440388, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 3, 1986 AND KNOWN AS TRUST NUMBER 069346-06, AND LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 104384.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ONE EAST DELAWARE PLACE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 21, 1987 AS DOCUMENT 87463988 AND AMENDED BY FIRST AMENDMENT TO DECLARATION RECORDED JUNE 17, 1992 AS DOCUMENT 92440389 FOR STRUCTURAL SUPPORT; CONSTRUCTION AND MAINTENANCE OF CONCRETE SLABS ON THE FIRST FLOOR AND IN THE BASEMENT; ENCROACHMENTS; INGRESS AND EGRESS; AND RIGHT TO RELOCATE EASEMENTS OR STRUCTURAL PORTIONS OF THE BUILDING ON THE LAND, OVER AND UPON PORTIONS OF LOT 2 IN AFORESAID SUBDIVISION.

EXHIBIT A

(to Assignment of Leases and Rents)