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Doc#. 2135721117 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/23/2021 09:53 AM Pg: 1 of 7

Prepared By: [Handwritten Signature]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Locke Lord LLP
111 South Wacker Drive
Chicago, Illinois 60606
Attn: Erica A. Burgos, Esq.

CHI 210-93-7140 21

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Prudential Loan No. 706 111 318

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") dated as of December 20, 2021, is made by ILLINOIS SELF STORAGE CENTERS V, L.P., an Illinois limited partnership, having its principal office and place of business at 800 Frontage Road, Northfield, Illinois 60093 ("**Assignor**"), to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having an office at 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department; Reference Loan No. 706 111 318 ("**Lender**").

Recitals

A. Assignor is the sole owner and holder of (a) the real property described in Exhibit A to this Assignment (the "**Property**"), and (b) the landlord's interest under the Leases (as defined in the Mortgage defined below).

B. Lender has made a loan ("**Loan**") to Assignor and to KWAS LLC, a Connecticut limited liability company, LOCK UP - EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company with Series on behalf of its Industrial Blvd. Development Series, LOCK UP EVERGREEN DEVELOPMENT SERIES LLC, a Delaware limited liability company with Series on behalf of its Piper Blvd. Development Series, ILLINOIS SELF STORAGE CENTERS III, L.P., an Illinois limited partnership, LOCK UP/KEDZIE AVENUE VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership, LOCK UP ARDSLEY LLC, a Delaware limited liability company, LOCK UP ESTERO OAKS LLC, a Delaware limited liability company, LOCK UP NAPLES EAST TRAIL LLC, a Delaware limited liability company, LOCK UP MILFORD LLC, a Delaware limited liability company, and LOCK UP - TAYLOR JV LLC, a Delaware limited liability company (together with Assignor, "**Borrowers**") in the principal sum of NINETY-TWO MILLION FIVE HUNDRED THOUSAND and no/100 U.S. DOLLARS (\$92,500,000.00), made pursuant to the Loan Agreement between Borrowers and Lender dated the same as this Mortgage (the "**Loan Agreement**"), evidenced by Borrowers' Consolidated, Amended and

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Restated Promissory Note ("*Note*") dated the same as this Assignment and secured, in part, by the Mortgage, Security Agreement and Fixture Filing with Assignment of Leases and Rents (the "*Mortgage*") dated the same as this Assignment from Assignor as mortgagor in favor of Lender as mortgagee and encumbering the Property.

C. Lender's agreement to make the Loan to Borrowers is conditioned in part on the execution and delivery of this Assignment.

D. Capitalized terms used but not defined in this Assignment are defined in the Loan Agreement or in the Mortgage.

NOW THEREFORE, in consideration of the Loan, Assignor agrees as follows:

1. **Assignment.** Assignor irrevocably and absolutely assigns, transfers, and sets over to Lender, its successors and assigns, all of the right, title, interest, and estate that Assignor may now or later have in, to and under (a) the Leases and all guaranties thereof now or hereafter entered into; (b) the Rents; (c) all proceeds from the cancellation, surrender, sale or other disposition of the Leases, including, but not limited to, any Recovery (as defined in the Loan Agreement); (d) the right to collect and receive all the Rents; and (e) the right to enforce and exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases. This Assignment is intended by Assignor and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only. Upon full payment and satisfaction of the Obligations and written request by Assignor, Lender shall transfer, set over, and assign to Assignor all right, title, and interest of Lender in, to, and under the Leases and the Rents.

2. **Assignor's License.** Until an Event of Default (as defined in the Loan Agreement) occurs, Assignor shall have a revocable license (the "*License*") from Lender to exercise all rights extended to the landlord under the Leases. Assignor shall hold the Rents in trust for application as required under the Loan Documents and, prior to the occurrence of an Event of Default, Assignor may use, distribute and enjoy all Rents remaining thereafter. Upon an Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or the solvency of Assignor, the License shall automatically terminate without notice by Lender (any such notice being expressly waived by Assignor). Upon such termination, Assignor shall deliver to Lender within seven (7) days after written notice from Lender (a) all Rents (including prepaid Rents) held or collected by Assignor from and after the date of the Event of Default, (b) all security or other deposits paid pursuant to the Leases, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to any period after the Event of Default.

3. **Lender as Creditor of Tenant.** Upon execution of this Assignment, Lender, and not Assignor, shall be the creditor of any Tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Tenant; provided, however, that Assignor shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Notwithstanding the foregoing, Lender shall have the right, but not the obligation, to file such claims instead of Assignor and if Lender does file a claim, Assignor agrees that Lender (a) is entitled to all distributions on such claim to the exclusion of Assignor and (b) has the exclusive right to vote

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such claim and otherwise to participate in the administration of the estate in connection with such claim. Lender shall have the option to apply any monies received by it as such creditor to the Obligations in the order set forth in the Loan Documents. If a petition is filed under the Bankruptcy Code (as defined in the Mortgage) by or against Assignor, and Assignor, as landlord under any Lease, decides to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Lender at least ten (10) days' prior written notice of the date when Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Assignor within such ten-day period a written notice stating that (a) Lender demands that Assignor assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (b) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender sends such notice, Assignor shall not reject the Lease provided Lender complies with clause (b) of the preceding sentence.

4. **Notice to Tenant of an Event of Default.** Upon the occurrence of an Event of Default and written demand sent by Lender to any of the Tenants (in each case, a "***Rent Direction Letter***"), Assignor hereby irrevocably authorizes each Tenant to (a) pay all Rents to Lender and (b) rely upon any such Rent Direction Letter from Lender without any obligation to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Assignor to the contrary. Assignor shall have no claim against any Tenant for any Rents paid by Tenant to Lender pursuant to any Rent Direction Letter.

5. **Indemnification of Lender.** Assignor hereby agrees to indemnify and hold Lender harmless from any and all Losses that Lender may incur under the Leases or by reason of this Assignment, except for Losses (i) incurred as a direct result of Lender's willful misconduct or gross negligence, or (ii) incurred after a Foreclosure Event. Nothing in this Assignment shall be construed to bind Lender to the performance of any of the terms of the Leases or to otherwise impose any liability on Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Tenant shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken actual possession and complete control of all operations of the Property. Any Losses incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate from the date of demand by Lender and any and all Costs incurred by Lender. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such items.

6. **No Merger.** Each Lease shall remain in full force and effect, notwithstanding any merger of Assignor's and Tenant's interest thereunder.

7. **Loan Documents Incorporated.** The terms and conditions of the Loan Documents are incorporated into this Assignment as if fully set forth in this Assignment.

8. **Waiver of Trial by Jury.** EACH OF ASSIGNOR AND LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY,

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WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE LOAN DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER OR ASSIGNOR IN CONNECTION THEREWITH.

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

ASSIGNOR:

ILLINOIS SELF STORAGE CENTERS V, L.P., an Illinois limited partnership

By: Illinois Self Storage Centers V Corp., an Illinois corporation, its general partner

By: 

Name: Richard B. Hielscher

Its: Vice President

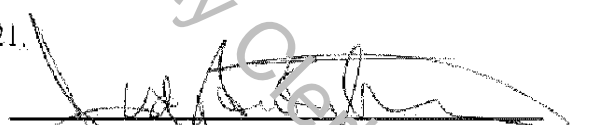
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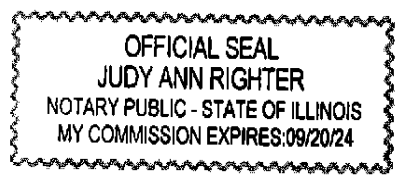
STATE OF ILLINOIS

COUNTY OF Cook) ss.

I certify that I know or have satisfactory evidence that Richard B. Hielscher is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Illinois Self Storage Centers V Corp., an Illinois corporation, the general partner of ILLINOIS SELF STORAGE CENTERS V, L.P., an Illinois limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17 day of December, 2021.


Notary Public in and for the State of Illinois,
residing at 800 Monticello Street, Springfield IL
Judy Ann Righter
Name (Printed or typed)
My appointment expires: 7/20/24



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EXHIBIT A

DESCRIPTION OF LAND

The Land is located in Cook County, Illinois, and is legally described as follows:

PARCEL 1:

LOT 4 (EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS):

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DUE WEST ON THE SAID SOUTH LINE THEREOF, A DISTANCE OF 150.13 FEET; THENCE NORTH 0 DEGREES, 08 MINUTES, WEST, BEING ALONG THE WEST FACE OF AN EXISTING 1 STORY BRICK BUILDING, 70.43 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE DUE EAST ALONG THE NORTH FACE OF SAID BUILDING, 7.20 FEET TO THE WEST FACE OF ANOTHER EXISTING 1 STORY BRICK BUILDING; THENCE DUE NORTH ALONG SAID LINE, 100.60 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE DUE EAST ON SAID NORTH LINE OF LOT 4, 146.80 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING IN FREDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WESTERLY PART OF LOT 3 (WHOSE EASTERLY LINE IS IDENTICAL WITH THE WESTERLY LINE OF LOT 4) IN AFORESAID SHEFTE'S SUBDIVISION AND LYING SOUTH OF THE NORTH LINE OF AFORESAID LOT 4 (WHICH IS IDENTICAL WITH THE SOUTH LINE OF AFORESAID LOT 3) EXPENDED WEST TO THE WESTERLY LINE OF AFORESAID LOT 3 THAT IS IDENTICAL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION CO. AND THAT PART OF LOT 2 IN AFORESAID SHEFTE'S SUBDIVISION LYING SOUTH OF AFORESAID NORTH LINE EXTENDED WEST, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5 TO 16, BOTH INCLUSIVE, IN FREDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE 16 FOOT PUBLIC ALLEY IN FREDERICK W. SHEFTE'S SUBDIVISION OF LOT 12 IN JOHN PROESEL ESTATE PARTITION AFORESAID LYING WEST OF THE EAST LINE OF LOT 16 AFORESAID EXTENDED NORTH 16 FEET TO THE NORTH LINE OF SAID ALLEY, AS VACATED BY ORDINANCE RECORDED MARCH 4, 1986 AS DOCUMENT 86085409, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF DEVON AVENUE, DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED OVER AND ACROSS SAID SECTION 35; THENCE WESTERLY ALONG SAID NORTH LINE OF DEVON AVENUE A DISTANCE OF 50 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF SAID TRANSPORTATION COMPANY, AS SAID MAIN TRACK CENTER LINE IS NOW LOCATED; THENCE NORTHEASTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTER LINE A DISTANCE OF 340 FEET; THENCE EASTERLY ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID DEVON AVENUE A DISTANCE OF 50 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL MAIN TRACK CENTER LINE; THENCE SOUTHWESTERLY PARALLEL WITH SAID ORIGINAL MAIN TRACK CENTER LINE A DISTANCE OF 340 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 3850 W. Devon Avenue, Lincolnwood, Illinois 60659

PIN: 10-35-325-023-0000 and 10-35-325-025-0000