

# UNOFFICIAL COPY

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Karen A. Yarbrough

Cook County Clerk

Date: 02/02/2022 11:22 AM Pg: 1 of 14

**GIT**

41067821 (2/2)

WHEN RECORDED MAIL TO:

Bank Midwest, a division of  
NBH Bank  
1111 Main Street, Suite 2700  
Kansas City, MO 64105

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:



\*#####01151221202101\*

## ASSIGNMENT OF RENTS

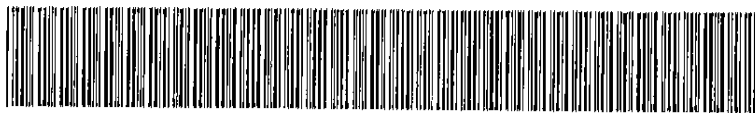
THIS ASSIGNMENT OF RENTS dated December 21, 2021, is made and executed between Real Group LLC, whose address is 2900 S 21st Ave, Broadview, IL 60155 (referred to below as "Grantor") and Bank Midwest, a division of NBH Bank, whose address is 1111 Main Street, Kansas City, MO 64105 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2100 W 21st, 2900 S 21st & 2001 W Cermak, Broadview, IL 60155. The Property tax Identification number is 15-22-306-010, 15-22-306-011, 15-22-311-003.

**FUTURE ADVANCES.** In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$4,080,000.00.

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**ASSIGNMENT OF RENTS  
(Continued)**

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**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in

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## ASSIGNMENT OF RENTS (Continued)

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Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments

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## ASSIGNMENT OF RENTS (Continued)

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to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.



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**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services,

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the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NEGATIVE COVENANTS.** Without Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), Borrower covenants that Borrower shall not, nor shall Borrower allow any person to:

- a) collect any Rents prior to their due date;
- b) discount any future Rents;
- c) borrow against, assign, pledge, or transfer Borrower's interest in the Premises, Leases, Rents, or Guaranties;
- d) subordinate the Leases to the lien of any person;
- e) modify the terms of the Leases, nor waive, excuse, condone, nor release any Tenants or their obligations, nor give consent or exercise any option required or permitted under the Leases;
- f) cancel, terminate, or accept the surrender of any Lease, nor take any other action which may result in a merger of the parties to the Leases;
- g) modify the terms of any Guaranty nor release any guarantor;
- h) consent to any assignment or subletting under the Leases, whether or not in accordance with the terms of the Leases; or i) execute any Lease for a term in excess of 1 year.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Missouri.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jackson County, State of Missouri.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

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**ASSIGNMENT OF RENTS  
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**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15 1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Real Group LLC.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Real Group LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

**Lender.** The word "Lender" means Bank Midwest, a division of NBH Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 21, 2021, in the original principal amount of \$4,080,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon one or more rates. Payments on the Note are to be made in accordance with the following payment schedule: 9 monthly consecutive interest payments, beginning January 21, 2022, with interest calculated on the unpaid principal balances at an



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Interest rate based on the Wall Street Journal Prime Rate; that is the base rate on corporate loans posted by at least 75% of the 30 U.S. largest banks on the rate adjustment date (currently 3.250%), plus a margin of 1.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500% based on a year of 360 days ("Payment Stream 1"); 74 monthly consecutive principal and interest payments in the initial amount of \$25,955.78 each, beginning October 21, 2022, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Prime Rate; that is the base rate on corporate loans posted by at least 75% of the 30 U.S. largest banks on the rate adjustment date (currently 3.250%), plus a margin of 1.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500% based on a year of 360 days ("Payment Stream 2"); and one principal and interest payment of \$3,202,402.13 on December 21, 2028, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Prime Rate; that is the base rate on corporate loans posted by at least 75% of the 30 U.S. largest banks on the rate adjustment date (currently 3.250%), plus a margin of 1.000%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 4.500% based on a year of 360 days ("Payment Stream 3"). This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that there are no changes in any Index for this loan; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. If any index for this loan increases, the payments tied to that index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to an index for this loan shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Note be less than 4.500% per annum or more than the maximum rate allowed by applicable law.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.



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## EXHIBIT A

### PARCEL 1:

BLOCK 5 (EXCEPT THAT PART OF BLOCK 5 LYING NORTHEASTERLY AND EASTERLY OF THE NORTHEASTERLY LINE OF THE LAND CONDEMNED FOR WIDENING ADDISON CREEK) AND EXCEPT THAT PART THEREOF TAKEN FOR THE WIDENING OF 22ND STREET AND EXCEPT THAT PART OF BLOCK 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF STANLEY AVENUE AND A LINE PARALLEL WITH AND 40 FEET NORTHEAST OF THE FOLLOWING DESCRIBED LINE, NAMELY, A STRAIGHT LINE CONNECTING A POINT 247.87 FEET SOUTH OF THE NORTH LINE OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND 73 FEET WEST OF THE EAST LINE OF MADISON AVENUE WITH A POINT ON THE NORTH LINE OF 21ST STREET EQUIDISTANT FROM THE WEST LINE OF STANLEY AVENUE AND THE EAST LINE OF WEST END AVENUE; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT OF TANGENCY WITH THE ARC OF A CIRCLE HAVING A RADIUS OF 1,392.69 FEET CONVEX SOUTHWESTERLY AND TANGENT TO A LINE PARALLEL WITH AND 40 FEET NORTHEASTERLY OF THE FOLLOWING DIAGONAL LINE (DIAGONAL LINE CONNECTING A POINT 247.87 FEET SOUTH OF THE CENTER LINE OF 22ND STREET, AND ON A LINE PARALLEL WITH AND 73 FEET WEST OF THE EAST LINE OF MADISON AVENUE AND A POINT MIDWAY BETWEEN THE WEST LINE OF STANLEY AVENUE AND THE EAST LINE OF WEST END AVENUE ON THE NORTH LINE OF 21ST STREET), THENCE NORTHWESTERLY ALONG ABOVE DESCRIBED ARC OF CIRCLE TO THE SOUTH LINE OF 21ST STREET, THENCE WEST ALONG THE SOUTH LINE OF 21ST STREET TO AN INTERSECTION WITH THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 1,472.69 FEET CONCENTRIC WITH THE ABOVE DESCRIBED CIRCLE, THENCE SOUTHWESTERLY ALONG THE LAST ABOVE DESCRIBED ARC OF A CIRCLE TO ITS POINT OF TANGENCY WITH A LINE PARALLEL WITH AND 40 FEET SOUTHWESTERLY OF ABOVE DESCRIBED DIAGONAL LINE, THENCE SOUTHEASTERLY ALONG THE LAST ABOVE DESCRIBED PARALLEL LINE TO THE WEST LINE OF STANLEY AVENUE, THENCE NORTH ALONG THE WEST LINE OF STANLEY AVENUE TO THE POINT OF BEGINNING, IN MARES, WHITE AND COMPANY'S 22ND STREET AND 17TH AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 1/2 OF VACATED 20TH AVENUE LYING EAST OF AND ACCRUING TO PARCEL 1, AFORESAID, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 380 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 670.12 FEET TO A POINT 22.50 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE NORTH

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LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723, BEING THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUING SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 22.50 FEET TO SAID NORTH LINE OF EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 52.64 FEET TO A POINT 432.64 FEET (AS MEASURED ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF) WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH ALONG A STRAIGHT LINE, WHICH LINE INTERSECTS THE NORTH LINE OF CERMAK ROAD (AS OPENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NO. 57-S-15931) AT A POINT 431.95 FEET (AS MEASURED ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 240.26 FEET TO A POINT 276.16 FEET NORTH OF THE NORTH LINE OF CERMAK ROAD AFORESAID; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 209.23 FEET, TO A POINT 223.09 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 262.67 FEET TO A POINT 22.50 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE WEST ALONG A LINE 22.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 156.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF 21ST AVENUE AS DEDICATED BY PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 5, 1974, AS DOCUMENT NUMBER LR2786098 AT A POINT WHICH IS 276.16 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH FROM THE INTERSECTION OF SAID LINE WITH THE NORTH LINE (EXTENDED EAST) OF CERMAK ROAD, AS OPENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NUMBER 57-"S"-15931, AND RUNNING THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 204.09 FEET TO A POINT 223.09 FEET WEST OF THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 262.67 FEET TO A POINT 22.50 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723; THENCE EAST ALONG A LINE 22.50 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID EASEMENT, AND SAID NORTH LINE EXTENDED EASTERLY, A DISTANCE OF 204.09 FEET TO THE WEST LINE OF 21ST AVENUE AFORESAID, AND THENCE SOUTH ALONG SAID WEST LINE OF 21ST AVENUE, BEING A LINE 19.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 262.59 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 3 AND 4 AS SET FORTH IN GRANT OF EASEMENT FILED DECEMBER 13, 1972 AS DOCUMENT LR2665129 OVER:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 60.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723 WITH THE WEST LINE OF THE EAST 380.00 FEET OF THE AFORESAID SOUTH WEST 1/4 OF THE SOUTH



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WEST 1/4 OF SAID SEC 22, SAID POINT OF INTERSECTION BEING 641.664 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE, 51.00 FEET TO THE NORTH LINE OF THE AFORESAID EASEMENT DESCRIBED IN THE AFORESAID DOCUMENT NUMBER 1683723; THENCE SOUTH 89 DEGREES, 42 MINUTES, 15 SECONDS WEST, ALONG SAID NORTH LINE, 52.64 FEET; THENCE SOUTH 0 DEGREES, 04 MINUTES, 35 SECONDS EAST 9.00 FEET TO THE CENTER LINE OF THE AFORESAID EASEMENT AS DESCRIBED IN THE AFORESAID DOCUMENT NUMBER 1683723; THENCE SOUTH 89 DEGREES, 42 MINUTES, 15 SECONDS WEST, ALONG SAID CENTER LINE 845.87 FEET TO THE EAST LINE OF 25TH AVENUE AS DEDICATED PER DOCUMENT NUMBER 11306344; THENCE NORTH 0 DEGREES, 06 MINUTES, 45 SECONDS WEST, ALONG SAID EAST LINE, 60.00 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 15 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID CENTER LINE OF THE AFORESAID EASEMENT A DISTANCE OF 898.615 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 3 AND 4 AS SET FORTH IN GRANT OF EASEMENT RECORDED FEBRUARY 17, 1993 AS DOCUMENT NUMBER 93125701, AND RERECORDED JANUARY 13, 1994 AS DOCUMENT NUMBER 94045274, OVER:

THE SOUTH 45.00 FEET OF THE EAST 380.00 FEET OF THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE AND THE EASTERLY EXTENSION THEREOF OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN GRANT OF EASEMENT RECORDED FEBRUARY 17, 1993 AS DOCUMENT 93125701, OVER: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CERMAK ROAD AS OPENED BY CONDEMNATION PROCEEDINGS IN COURT CASE NO. 59-S-15931, WHICH POINT IS 431.95 FEET, AS MEASURED ALONG SAID NORTH LINE, WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22 AND RUNNING THENCE EASTWARDLY ALONG SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL; THENCE NORTHWARDLY ALONG A LINE WHICH IS 20.00 FEET EAST OF AND PARALLEL TO A STRAIGHT LINE, (WHICH STRAIGHT LINE INTERSECTS THE NORTH LINE OF THE EASEMENT DESCRIBED IN DOCUMENT NUMBER 1683723 AT A POINT 432.64 FEET, AS MEASURED ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID STRAIGHT LINE HEREINAFTER REFERRED TO AS LINE "A") A DISTANCE OF 85.50 FEET; THENCE EASTWARDLY ALONG A LINE WHICH IS PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 17.00 FEET; THENCE NORTHWARDLY ALONG A LINE WHICH IS 37.00 FEET EAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 75.00 FEET; THENCE NORTHWARDLY ALONG A LINE WHICH IS 37.00 FEET EAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 75.00 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 17.00 FEET; THENCE NORTHWARDLY ALONG SAID LINE WHICH IS 20.00 FEET EAST OF AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 95.66 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 256.16 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD; THENCE EASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 169.20 FEET TO AN INTERSECTION WITH A LINE WHICH IS 243.09 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTHWARDLY ALONG

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THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 276.16 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD; THENCE EASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTHWARDLY ALONG A LINE WHICH IS PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 40.00 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 143.68 FEET TO AN INTERSECTION WITH A LINE WHICH IS 65.50 FEET EAST OF AND PARALLEL WITH SAID LINE "A"; THENCE SOUTHWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 75.66 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD, A DISTANCE OF 20.00 FEET; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 83.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 77.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF CERMAK ROAD; THENCE WESTWARDLY ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 32.00 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH NORTH LINE OF CERMAK ROAD, A DISTANCE OF 20.00 FEET; THENCE SOUTHWARDLY ALONG A LINE PARALLEL WITH SAID LINE "A", A DISTANCE OF 45.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF CERMAK ROAD; THENCE WESTWARDLY ALONG SAID NORTH LINE, A DISTANCE OF 65.50 FEET TO THE POINT OF BEGINNING.

Property address: 2100 West 21st Street, Broadview, IL 60153  
Tax Number: 15-22-306-010-0000

Property address: 2900 West 21st Street, Broadview, IL 60153  
Tax Number: 15-22-306-011-0000

Property address: 2001 West 21st Street, Broadview, IL 60153  
Tax Number: 15-22-311-003-0000