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MetLife Real Estate Lending LLC
 One MetLife Way
 Whippany, New Jersey 07981-1449
 Attention: Associate General Counsel, Real Estate Investments
 Re: Crow Retail Portfolio

and:

MetLife Real Estate Lending LLC
 2121 N. Pearl Street, Suite 250
 Dallas, Texas 75201
 Attention: Regional Director/Officer in Charge, Real Estate Investors
 Re: Crow Retail Portfolio

County and State in which the Property is located: Cook County, State of Illinois

Property Address: 3560 W Touhy Ave, Skokie, Illinois 60712

Tax ID Numbers: 10-26-318-040-0000, 10-26-318-043-0000 and 10-26-402-065-0000

Note: One or more promissory notes dated as of the Execution Date executed by Assignor and each other entity party thereto as a Borrower (each, a "Co-Borrower" and collectively, the "Co-Borrowers") to Assignee in the amount of the Loan.

Security Instrument: The "Security Instrument" as defined in the Loan Agreement.

Loan Agreement: A Loan Agreement dated as of the Execution Date by and between Assignor, the Co-Borrowers and Assignee, together with all extensions, renewals, modifications, restatements and amendments thereof.

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THIS ASSIGNMENT OF LEASES (this “**Agreement**”) is entered into by Assignor as of the Execution Date in favor of Assignee and affects the Property as hereinafter described. Certain terms used in this Agreement are defined in the Defined Terms set forth above. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement.

RECITALS

A. Pursuant to the Loan Agreement, Assignee has loaned or will loan to Assignor and the Co-Borrowers the Loan which is evidenced by the Loan Agreement and the Note and includes all extensions, renewals, modifications and amendments. The repayment of the Loan is secured by, inter alia, the Security Instrument which encumbers, among other collateral, Assignor’s interest in the real property described in Exhibit A attached to this Agreement (the “**Land**”) and Assignor’s interest in the improvements and personal property and equipment situated on the Land (the “**Improvements**”), (collectively, the “**Property**”); and

B. In accordance with the terms set forth herein, Assignor desires to assign to Assignee, all of Assignor’s right, title and interest in and to all leases and all other agreements for possession of all or any portion of the Property, including all of the same now or hereafter existing, and all extensions, modifications, amendments, expansions and renewals of any of the same and all guaranties of any obligations under any of the foregoing, including all modifications and amendments to such guaranties. The documents described in this Recital B are collectively referred to as the “**Leases**”.

In consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees with Assignee and its successors and assigns as follows:

Section 1. **Payment of Loan.** This Agreement is given to secure (a) the timely payment by Assignor and the Co-Borrowers of the principal of and interest on the Loan and all other indebtedness secured by the Security Instrument and the other Loan Documents; and (b) the full compliance by Assignor and the Co-Borrowers with the terms, conditions, covenants and agreements contained in the Note, the Loan Agreement, the Security Instrument and the other Loan Documents. Anything to the contrary herein or elsewhere notwithstanding, this Agreement does not secure any of (i) the Environmental Indemnity, (ii) the Guaranty Documents, (iii) any obligations under Article IX of the Loan Agreement, or (iv) the obligations of any Liable Party.

Section 2. **Present and Absolute Assignment of Leases, Rents and Profits.** Assignor absolutely, presently and unconditionally grants, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Leases. This grant includes without limitation all of the following (the “**Income**”): (a) all rent payable under the Leases; (b) all tenant security deposits held by Assignor pursuant to the Leases; (c) all additional rent payable under the Leases; (d) all proceeds of insurance payable to Assignor under the Leases and all awards and payments on account of any taking or condemnation; (e) all claims, damages and other amounts payable to Assignor in the event of a default under or termination of any of the Leases, including without limitation all of Assignor’s claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time, and (f) all other items included in the definition of Rents and Profits under the Loan Agreement.

Section 3. **Specific Covenants of Assignor.** Assignor covenants and agrees:

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(a) No action by Assignee shall release Assignor from its obligations under this Agreement. Assignor irrevocably appoints Assignee its true and lawful attorney to exercise Assignor's rights under this Agreement, which appointment is coupled with an interest.

(b) If a petition under the Bankruptcy Code shall be filed by or against Assignor and Assignor, as landlord, shall determine to reject any Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignee shall have the right, but not the obligation, to demand that Assignor assume and assign the Lease to Assignee and that Assignor shall provide adequate assurance of future performance under the Lease, in which case Assignor shall comply with such demands.

(c) Assignee's rights under this Agreement may be exercised either independently of or concurrently with any other right in this Agreement, the Loan Agreement, the Security Instrument or in any other document securing the Loan. No action taken by Assignee under this Agreement shall cure or waive any default nor affect any notice under the Loan Agreement or the Security Instrument.

Section 4. **Confirmation of Assignment.** Assignor covenants and agrees, within five (5) days after written demand, to confirm in writing the assignment to Assignee of all present and future Leases upon the terms set forth in this Agreement. Notwithstanding the preceding sentence, the terms and provisions of this Agreement shall apply automatically to any Leases entered into after the Execution Date.

Section 5. **Representation and Warranties.** Assignor makes the following representations and warranties to Assignee: (a) Assignor has not executed any currently effective prior assignment of its right, title and interest in the Leases or the Income, and (b) Assignor has not done any act which might prevent Assignee from exercising its rights under this Agreement.

Section 6. **License to Collect Monies Until Event of Default.** So long as no Event of Default (as defined in the Loan Agreement) exists, Assignor shall have a license to receive and use all Income and to exercise and enjoy all incidences of the status of a lessor with respect to the Income, including the right to collect, demand, sue for, attach, levy, recover and receive such sums, in each case subject to the terms and conditions of this Agreement, the Loan Agreement, the Security Instrument and the other Loan Documents. Assignor agrees (A) to receive all Income and hold the same (or a portion thereof sufficient to discharge all sums then due and payable on indebtedness secured by the Security Instrument) in trust for the benefit of Assignee for the purpose of applying the same in payment of such sums, (B) to apply the Income (or portion thereof) collected in payment of such sums, and (C) to apply and use the balance of any such Income collected in any manner consistent with this Agreement and the other Loan Documents. The foregoing license of Assignor to enjoy the Income shall be terminable at the sole option of Assignee, without regard to the adequacy of its security under this Agreement or under the Security Instrument and without notice to Assignor, if there is an Event of Default; provided, if such Event of Default is subsequently cured by Assignor, as to the first two (2) times during the term of the Loan that an Event of Default occurs and is cured by Assignor, the rights granted to Assignor by this Section 6 shall be automatically reinstated without further action or documentation. Neither this Agreement nor the receipt by Assignee of any Income pursuant to this Agreement (except to the extent, if any, that such Income is actually so applied by Assignee upon and after such receipt in accordance with this Agreement), shall effect a pro tanto payment of the indebtedness evidenced by, or arising under, the Loan Documents or the obligations of Assignor pursuant to that certain Unsecured Indemnity Agreement ("Indemnity Agreement") of even date herewith, executed by Assignor, the Co-Borrowers and Liable Party for the benefit of Assignee. Furthermore, and notwithstanding the provisions of this Section, no credit shall be given by Assignee for any Income until the money collected is actually received by Assignee at the address for notice set forth in this Agreement, or at such other place as Assignee shall designate in writing, and actually applied by Assignee to such indebtedness. No such credit shall be

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given for any Income after foreclosure or other transfer of the Property (or part thereof from which Income is derived pursuant to this Agreement) to Assignee or any other third party. Notwithstanding the foregoing, this license does not include the right to receive or use Insurance Proceeds or any Condemnation Proceeds, each as defined in and governed by the Loan Agreement.

Section 7. **Entry by Assignee and Receiver.** Upon the occurrence of an Event of Default and provided that the rights granted to Assignor in Section 6 of this Agreement have not been reinstated after such Event of Default pursuant to the provisions of said Section 6, Assignee is authorized either in person or by agent, with or without bringing any action or proceeding or having a receiver appointed by a court, (a) to enter upon, take possession of, manage and operate the Property and collect the Income, and (b) to make, enforce, modify, and accept the surrender of the Leases. Assignee is authorized to take these actions either with or without taking possession of the Property. In connection with this entry, Assignor authorizes Assignee to perform all acts necessary for the operation and maintenance of the Property. Assignee may sue for or otherwise collect all Income, including those past due and unpaid, and apply the Income, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the indebtedness secured by the Security Instrument in such order as Assignee may determine. Assignee's exercise of its rights under this Section shall not be deemed to cure or waive any default or Event of Default.

Section 8. **Indemnification.** Assignor shall indemnify Assignee against and hold it harmless from any and all liability, claims, loss or damage which it may incur under the Leases or under this Agreement; provided, however, that the foregoing indemnity shall not apply to any such liability, claim, loss or damage (a)(i) accruing after Assignee takes legal title to the Property and (ii) arising through no act or omission of Assignor, its employees, agents or affiliates, or (b) caused by Assignee's gross negligence or willful misconduct.

Section 9. **Mortgagee in Possession.** To the fullest extent permitted by law, neither the assignment of Leases and Income to Assignee nor the exercise by Assignee of any of its rights or remedies under this Agreement, including without limitation, the entering into possession or the appointment of a receiver shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable with respect to the Property. Although Assignee has the right to do so, it shall not be obligated to perform any obligation under the Leases by reason of this Agreement. To the fullest extent permitted by law, neither this Agreement, nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases.

Section 10. **Reconveyance and Termination.** Upon the payment in full of the Loan, as evidenced by the recording of an instrument of full reconveyance of the Security Instrument, this Agreement shall be void and of no effect.

Section 11. **Tenants Entitled to Rely on Assignee's Requests.** Assignor irrevocably authorizes and directs the tenants which are subject to the Leases (including any other third parties subject to the Leases) and their successors and assigns, upon receipt of any written request of Assignee stating that an Event of Default exists, to pay to Assignee the Income due and to become due under their respective Leases. Assignor agrees that such tenants shall have the right to rely upon any such statement without any obligation to inquire as to whether any Event of Default actually exists and regardless of any claim of Assignor to the contrary. Assignor agrees that it shall have no claim against such tenants for any Income paid by such tenants to Assignee.

Section 12. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, its successors

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and assigns. If more than one person, corporation, partnership or other entity shall execute this Agreement, then the obligations of the parties executing this Agreement shall be joint and several.

Section 13. **Notices**. All notices pursuant to this Agreement shall be given in accordance with the Notice provision of the Loan Agreement, which is incorporated into this Agreement by this reference.

Section 14. **Governing Law**. The law pursuant to which this Agreement shall be construed and enforced is set forth in the Loan Agreement.

Section 15. **Miscellaneous**. This Agreement may be modified, amended, waived, or terminated only by an instrument in writing signed by the party against which enforcement of such modification, amendment, waiver, or termination is sought. No failure or delay in exercising any of these rights shall constitute a waiver of any default or Event of Default. Assignor, at its expense, will execute all documents and take all action that Assignee from time to time may reasonably request to preserve and protect the rights provided under this Agreement. The headings in this Agreement are for convenience of reference only and shall not expand, limit or otherwise affect the meanings of the provisions. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one document.

Section 16. **Liability of Assignor**. The obligations of Assignor under this Agreement are subject to the limitations on recourse set forth in Section 12.20 of the Loan Agreement.

Section 17. **Time is of the Essence**. Time is of the essence with respect to all provisions of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, THIS ASSIGNMENT OF LEASES has been executed by Assignor as of the Execution Date.

ASSIGNOR:

**CH RETAIL FUND I/CHICAGO TOUHY
MARKETPLACE, L.L.C.,**
a Delaware limited liability company

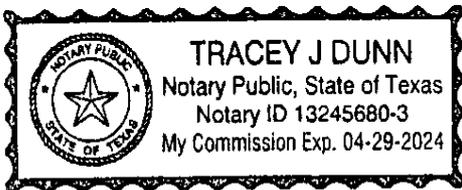
By: Retail Managers I, L.L.C.,
a Texas limited liability company, its manager

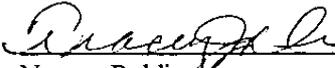
By: 
Name: Samuel E. Peck
A-2 Title: Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23 day of August, 2022, by Samuel E. Peck, as Vice President of Retail Managers I, L.L.C., a Texas limited liability company, as the manager of CH Retail Fund I/Chicago Touhy Marketplace, L.L.C., a Delaware limited liability company, on behalf of said limited liability companies.




Notary Public
Print Name: Tracey J. Dunn
My Commission Expires: 04/29/24

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EXHIBIT A

DESCRIPTION OF LAND

PARCEL 1:

LOTS 2 AND 4 IN FINAL PLAT OF TOUHY MARKETPLACE SUBDIVISION RECORDED FEBRUARY 27, 2013 AS DOCUMENT 1305831055, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE OF THE LAND AND OTHER PROPERTY AS SET FORTH IN THE DOCUMENT ENTITLED EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") DATED OCTOBER 15, 2013 AND RECORDED OCTOBER 17, 2013 AS DOCUMENT 1329039038, BETWEEN WAL MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST ("WAL MART") AND CSD TOUHY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("DEVELOPER"), FOR THE PURPOSE OF A NON EXCLUSIVE EASEMENT OVER, THROUGH AND AROUND THE COMMON AREAS OF THE WAL MART TRACT LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5 FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS, PARKING OF MOTOR VEHICLES, LOADING AND UNLOADING OF COMMERCIAL AND OTHER VEHICLES, AND UTILITY AND SERVICE EASEMENTS, TO INSTALL, USE, MAINTAIN AND REPAIR PUBLIC UTILITY SERVICES AND DISTRIBUTION SYSTEMS (INCLUDING DRAINS, PIPING, MANHOLES AND CATCH BASINS FOR STORM AND SANITARY SEWERS ("SEWERS"), UTILITIES AND OTHER PROPER SERVICES) NECESSARY FOR THE ORDERLY DEVELOPMENT AND OPERATION OF THE SHOPPING CENTER, AND THE USE OF FACILITIES INSTALLED FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES, LICENSEES, TENANTS AND EMPLOYEES OF ALL BUSINESSES AND OCCUPANTS OF THE BUILDINGS CONSTRUCTED ON THE BUILDING AREAS LOCATED ON THE WAL MART TRACT LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SAID AGREEMENT, (I) IN NO EVENT SHALL WAL-MART, DEVELOPER OR THEIR RESPECTIVE AGENTS, CUSTOMERS, INVITEES, LICENSEES, TENANTS AND EMPLOYEES HAVE THE RIGHT TO PARK MOTOR VEHICLES IN THE PARKING AREAS LOCATED ON LOT 5 (EXCEPT FOR THE OCCUPANT OF LOT 5 AND ITS INVITEES) AND (II) IN NO EVENT SHALL THE OWNER, OCCUPANT, LICENSEE OR INVITEE OF ANY OF LOT 5 BE PERMITTED TO USE THE WAL MART TRACT LOT 1, LOT 2, LOT 3 OR LOT 4 FOR VEHICULAR PARKING, EXCEPT IN THE AREA DESIGNATE OR MORE PARTICULARS SEE RECORDED DOCUMENT.

Address: 3560 W Touhy Ave, Skokie, Illinois 60712

Tax Parcel Identification Numbers: 10-26-318-040-0000
 10-26-318-043-0000
 10-26-402-065-0000