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Karen A. Yarbrough
Cook County Clerk
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Prepared By and Return To:

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CC# 2205235 LORND001

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (as amended, modified, and/or restated from time to time, this "**Assignment**") is made as of the [] day of November, 2022, by **VK 1160 GREENLEAF, LLC**, an Illinois limited liability company having an office at 9500 W. Bryn Mawr Avenue, Suite 340, Rosemont, Illinois 60018 (hereinafter called "**Owner**"), to **WEBSTER BANK, NATIONAL ASSOCIATION**, a national association chartered under the laws of the United States of America having its principal place of business at 1959 Summer Street, Stamford, Connecticut 06905 (hereinafter called "**Mortgagee**").

WHEREAS, Owner is the present owner of certain property located in Cook County, Illinois and described in Exhibit "A" attached hereto (hereinafter called the "**Property**"); and

WHEREAS, Mortgagee holds or is about to become the holder of a first mortgage of even date herewith, executed by Owner encumbering the Property (as amended, modified, and/or restated from time to time, the "**Mortgage**"), securing a Commercial Promissory Note in the principal sum of **\$58,100,000.00** (as amended, modified, restated, and/or substituted from time to time, the "**Note**") evidencing a senior secured commercial mortgage multi-draw term loan facility in maximum aggregate principal amount of up to \$58,100,000.00 made available by Mortgagee to, *inter alia*, Owner (as amended, modified, and/or restated from time to time, the "**Loan**"); and

WHEREAS, part or all of the Property has been or will be leased to or occupied by one or more tenants; and

WHEREAS, Mortgagee, as a condition of making the Loan, has required an assignment of said leases and the rentals therefrom to Mortgagee.

NOW THEREFORE, in consideration of the making of the Loan and of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged by Owner:

1. **Assignment.** Owner hereby assigns, transfers and sets over to Mortgagee any and all leases, rentals or occupancy agreements for the use and occupancy of any part or all of the Property which are now in existence or which may exist at any time or times in the future during the term of this Assignment, and any renewals or extensions thereof, whether or not recorded (all of which present and future leases, rentals and occupancy agreements are made subject to this Assignment and are hereinafter referred to and included within the term "leases"), intending hereby to assign to Mortgagee all of the Owner's interest in said leases, and all rents, income and profits arising therefrom together with any and all guaranties thereof and security therefor (including, without limitation, any and all right, title and interest of Owner in and to property of any tenant or other person under any such lease or under any other arrangement entered into in connection with any such lease, and any and all cash, security deposits, letters of credit posted to secure performance of the tenants' obligations under the leases, advance rentals and deposits or payments of a similar nature under any such lease or other arrangement) and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments made by the tenants thereunder). This Assignment constitutes an absolute, irrevocable and present assignment, subject to the grant of a license to Owner in accordance with **Paragraph 6** below.

2. **Obligations Secured.** This Assignment is given as security for (a) payment of any and all indebtedness, liabilities and obligations due Mortgagee which are secured by the Mortgage or as such indebtedness, liabilities and obligations on the Mortgage may be modified (all of which are hereinafter referred to and included within the term "**Mortgage**"); (b) payment of all other sums with interest thereon becoming due and payable under the provisions hereof or under the provisions of that certain Commercial Loan Agreement of even date herewith among, *inter alia*, Owner and Mortgagee (as amended, modified, and/or restated from time to time, the "**Loan Agreement**"), the Mortgage or any note secured thereby, including, without limitation, the Note; and (c) performance and discharge of any and all obligations, covenants, representations and agreements of Owner contained herein and in the Mortgage, any note secured thereby, and any other instrument evidencing or securing said indebtedness.

3. **Representation by Owner.** Owner hereby represents that, as to all existing leases, (a) the lease has been duly executed, is valid and enforceable; (b) the terms thereof are as set forth in the copy of said lease delivered to Mortgagee; (c) to the best of the Owner's knowledge, landlord and tenant are not in default in any respect thereunder; (d) neither the lease nor any rents thereunder are subject to any assignment by Owner other than to Mortgagee; (e) no rent has been prepaid by more than thirty (30) days prior to due date or accrual; (f) no tenant has claimed any defense, offset or counterclaim affecting the payment of rent or performance of the tenant's other obligations thereunder; and (g) Owner has good right and authority to assign the same to Mortgagee.

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4. Covenants by Owner. Owner hereby covenants and agrees that, as to all present and future leases, it will not, without Mortgagee's prior written consent, which consent shall not be unreasonably withheld or delayed: (a) enter into any new leases of the Property, other than "Approved Leases" (as such term is defined in Section 5.1(g) of the Loan Agreement); (b) reduce the rent or otherwise amend, modify or alter any lease in a manner which would make such lease fail to qualify as an Approved Lease; (c) accept any prepayment of rent more than thirty (30) days prior to due date or accrual; (d) surrender, cancel or terminate any lease or any guaranty or surety agreement with respect to the tenant's obligations under any of such leases; (e) pledge, mortgage or assign any lease or rent thereunder as security for any obligation; (f) assign any lease or rent thereunder except in connection with a conveyance of the Property and then only if expressly made subject to this Assignment; (g) knowingly violate or default in performance of any provision thereof; or (h) knowingly consent to or permit any violation, default, cancellation, surrender, termination, abandonment, assignment or subletting of its lease by any tenant (except as to any assignment or subletting which does not require Owner's consent or to which Owner's consent is not required under the terms of the applicable lease).

5. Additional Covenants by Owner. Owner hereby covenants and agrees that as to all present and future leases, it will: (a) deliver to Mortgagee executed or conformed copies of all leases or other instruments affecting the Property on request by Mortgagee; (b) give prompt notice to Mortgagee of any alleged default by either Owner or tenant under any lease, with a copy of any notice of default given by either Owner or tenant; and (c) enforce, short of termination of the lease, the performance of all obligations of the tenant, at Owner's expense.

6. Payments to Owner. So long as there has been no "Event of Default" (as such term is defined in the Loan Agreement) in any payment or obligation secured hereby, Owner shall have the right and license to receive, collect and enjoy the rents, income and profits from the Property, provided that the same shall be applied to payment of the principal and interest on the Note and taxes, assessments, insurance premiums, and maintenance and utility charges relating to the Property before using the same for any other purposes.

7. Mortgagee's Rights. Upon or at any time after and during the continuance of an Event of Default, Mortgagee may, at its option, enter upon the Property, collect and receive any and all rents or income therefrom, take possession of the Property, operate and manage the same, make repairs and alterations and do all things that Owner might do with respect to the Property, without limitation.

8. Rent Payment to Mortgagee. Upon and during the continuance of any Event of Default, written demand on any tenant by Mortgagee for payment of rent to Mortgagee shall be sufficient warrant to said tenant to pay rent to Mortgagee without necessity for consent by Owner, or evidence of a default by Owner, and Owner hereby directs and requires all tenants on the Property to honor this Assignment and comply

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with any such demand by Mortgagee until written notice by Mortgagee to the tenant to resume rent payments to Owner.

9. Application of Rents. Mortgagee may apply any rents received by it hereunder to the payment of (a) all proper expenses pertaining to the operation and management of the Property, including taxes, assessments, liens, insurance premiums, repairs and alterations, with interest, and (b) the obligations secured hereby and all costs and attorney's fees, in such manner and order of priority as Mortgagee may in its sole discretion determine, any law or custom to the contrary notwithstanding.

10. Indemnity. Owner hereby indemnifies and agrees to save Mortgagee harmless from any liability or expense properly incurred by Mortgagee hereunder or under any lease, and agrees to reimburse Mortgagee for any such expense, with interest, on demand.

11. Effect. Any action by Mortgagee hereunder shall not constitute a waiver of or be deemed to cure any default by Owner under any note, mortgage or other instrument, and shall not affect or prejudice any other rights or remedies of Mortgagee, which may be exercised by Mortgagee prior to, concurrently with or subsequent to action hereunder; and any action by Mortgagee under any note, mortgage or other instrument, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice Mortgagee's rights hereunder. Nothing herein or action by Mortgagee hereunder shall diminish Owner's obligations under any lease, impose any obligation upon Mortgagee with respect thereto, or be construed as constituting Mortgagee as a "Mortgagee in Possession."

12. Assignment by Mortgagee; Foreclosure. Mortgagee may assign the Owner's interest in said leases to any subsequent holder of the Mortgage or to any party who acquires title to the Property in foreclosure. No assignee of the landlord's interest in said leases after a foreclosure of the Mortgage shall be liable to account to Owner for any rents or income thereafter accruing.

13. Default. Any default by Owner hereunder, or any breach or violation of any representation or covenant herein, shall, if not cured within sixty (60) days after notice thereof shall have been given to Owner, at the option of Mortgagee constitute an Event of Default under the Loan Agreement, as if the provisions hereof were fully set forth in the Loan Agreement, entitling Mortgagee to all rights and remedies contained therein and in the Mortgage or any other "Loan Document" (as such term is defined in the Loan Agreement).

14. Termination. This Assignment shall continue in full force and effect until full payment of all indebtedness secured hereby, as evidenced by the recording of a full release of the Mortgage without the recording on the same date of another mortgage to Mortgagee affecting the Property, at which time this Assignment shall terminate and be void and of no effect without necessity for any further instrument.

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15. **Succession.** This Assignment is binding upon Owner and any subsequent owner of the Property or any part thereof, and is binding upon and inures to the benefit of Mortgagee, its successors and assigns, and any subsequent holder of the Mortgage.

16. **Governing Law.** This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois without giving effect to principles of conflict or choice of laws.

17. **Attorney in Fact.** Owner hereby irrevocably appoints Mortgagee, its successors and assigns, as Owner's agent and attorney-in-fact, which appointment is irrevocable and coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Mortgagee may deem necessary to make this Assignment and any further assignment effective.

18. **No Assumption of Obligations.** Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Property upon Mortgagee nor for the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property, or for any dangerous or defective condition of the Property, 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 nor liable for laches or failure to collect any rents, income, and profits arising from such leases.

19. **Powers of Attorney.** This Assignment contains powers of attorney given by Owner to Mortgagee. Such powers are coupled with an interest and are for the sole benefit of Mortgagee. Mortgagee, as agent for Owner under the powers of attorney, is not a fiduciary for Owner. Mortgagee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Mortgagee and not for Owner.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

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EXHIBIT A

Legal Description

THE EAST 115 FEET OF LOT 80 IN CENTEX INDUSTRIAL PARK UNIT NO. 51,
BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PROPERTY ADDRESS: 1160 GREENLEAF AVENUE, ELK GROVE, ILLINOIS 60007

PERMANENT INDEX NUMBER: 08-34-205-025-0000

Property of Cook County Clerk's Office