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Karen A. Yarbrough  
Cook County Clerk  
Date: 01/27/2023 10:35 AM Pg: 1 of 9

**THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:**

Jeffrey P. Gray  
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Chicago, Illinois 60606

**PROPERTY ADDRESS OF REAL ESTATE:**

933-945 N. State Street, Chicago, IL 60610

**PERMANENT TAX INDEX NUMBERS:**

17-03-206-002-0000  
17-03-206-015-0000

*This space for Recorder's use only.*

**ASSIGNMENT OF RENTS AND LEASES**

This **ASSIGNMENT OF RENTS AND LEASES** (this "**Assignment**") is dated as of January 26, 2023, and is executed by **STATE-WALTON LLC**, an Illinois limited liability company (the "**Assignor**"), whose address is 520 West Erie Street, Suite 430E, Chicago, Illinois 60654, to and for the benefit of **CIBC BANK USA**, an Illinois state chartered bank (the "**Assignee**"), whose address is 120 South LaSalle Street, Chicago, Illinois 60603.

**RECITALS:**

**A.** Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of the date of this Assignment, executed by and between the Assignor and the Assignee (the "**Loan Agreement**"; any capitalized word or phrase not otherwise defined in this Assignment has the meaning ascribed to such word or phrase in the Loan Agreement), the Assignee has agreed to loan to the Assignor the aggregate, maximum principal amount of **SIX MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$6,800,000.00)** (the "**Loan**") to pay a portion of the amounts needed to refinance the Property (as hereinafter defined). The Loan will be evidenced by a certain promissory note (as the same may be amended, modified, replaced or restated from time to time, the "**Note**") in the aggregate maximum principal amount of the Loan, which is executed by the Assignor. The Note is secured by that certain Leasehold Mortgage,

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Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of even date herewith, executed by the Assignor to and for the benefit of the Assignee and its successors and assigns (as amended, modified or replaced from time to time, the “**Mortgage**”).

**B.** A condition precedent to the Assignee’s making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

## AGREEMENTS:

**1. DEFINITIONS.** Any capitalized word or phrase not otherwise defined in this Assignment has the meaning ascribed thereto in the Loan Agreement.

**2. GRANT OF SECURITY INTEREST.** The Assignor hereby grants, transfers, sets over, and assigns to the Assignee and its successors and assigns, all of the right, title, and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables arising out of or from Assignor’s leasehold interest in the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other Improvements located thereon (the “**Land**”; said Land, the Improvements, the Personal Property and all other tangible and intangible assets benefitting or otherwise appertaining to the Property being hereinafter referred to collectively as the “**Property**”), including, without limitation, lease termination fees, purchase option fees, and other fees and expenses payable under any Lease; (ii) all Leases (each, a “**Lease**”, and collectively, the “**Leases**”), now or hereafter existing, of all or any part of the Property together with all guaranties of any of such Leases and all security deposits delivered by Tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against Tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all Tenant Improvements and fixtures located on the Property. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications, and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys’ fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties, and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment, or any of the other Loan Documents, together with all amendments and modifications thereof.

**3. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR.** The Assignor represents and warrants to the Assignee that:

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(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire interest or any part of the Assignor's interest in or to any of the Leases, or any of the rents, issues, income, or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income, or profits assigned hereunder;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and

(e) there are no defaults by the Ground Lessor and, to the Assignor's knowledge, except as shown on the rent roll delivered to the Assignee on the Loan Opening Date, there are no material defaults by tenants under any Leases.

**4. COVENANTS OF THE ASSIGNOR.** The Assignor covenants and agrees that so long as this Assignment is in effect:

(a) the Assignor will not lease any portion of the Property other than in the ordinary course of business unless the Assignor obtains the Assignee's prior written consent to all aspects of such lease;

(b) the Assignor must observe and perform all of the material covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor must not do or suffer to be done anything to impair the security thereof. Except in the ordinary course of business, the Assignor must not (i) release the liability of any Tenant under any Lease, (ii) consent to any Tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Property;

(c) the Assignor must not collect any of the rents, issues, income, or profits assigned hereunder more than thirty (30) days in advance of the time when the same becomes due, except for security or similar deposits;

(d) the Assignor must not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income, or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Intentionally Deleted;

(f) Except in the ordinary course of business, the Assignor must not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the

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premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof must be paid to the Assignor;

(g) Intentionally Deleted;

(h) Except in the ordinary course of business, the Assignor must not waive or excuse the obligation to pay rent under any Lease;

(i) If commercially reasonable to do so, the Assignor must, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any Lease or the obligations, duties, or liabilities of the lessor or any Tenant or guarantor thereunder, and must pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) the Assignor must give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any Tenant or guarantor thereunder;

(k) In a commercially reasonable manner, the Assignor must enforce the observance and performance of each covenant, term, condition, and agreement contained in each Lease to be observed and performed by the Tenants;

(l) the Assignor must not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and

(m) not later than ninety (90) days after the end of each June 30 and December 31, the Assignor must deliver to the Assignee a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to the Assignee.

**5. RIGHTS PRIOR TO DEFAULT.** Unless or until an Event of Default (as defined in Section 6) has occurred and is continuing, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income, and profits assigned hereunder, and to retain, use, and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income, and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the Tenants under the Leases of the existence of this Assignment at any time after the occurrence of an Event of Default as hereinafter defined.

**6. EVENTS OF DEFAULT.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties, or other provisions hereof which is not cured or waived within the applicable grace or Cure Period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Note, the Mortgage, or any of the other Loan Documents.

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**7. RIGHTS AND REMEDIES UPON DEFAULT.** At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any Guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) to the extent permitted by applicable law, enter upon and take possession of the Property, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease, and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify, and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper; and

(c) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee will become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and will be secured by this Assignment.

**8. APPLICATION OF PROCEEDS.** All sums collected and received by the Assignee out of the rents, issues, income, and profits of the Property following the occurrence of any one or more Events of Default will be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee elects in its sole and absolute discretion.

**9. LIMITATION OF THE ASSIGNEE'S LIABILITY.** The Assignee will not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Property or from any other act or omission of the Assignee in managing, operating, or maintaining the Property following the occurrence of an Event of Default. The Assignee will not be obligated to observe, perform, or discharge, nor does the Assignee hereby undertake to observe, perform, or discharge any covenant, term, condition, or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty, or liability of the Assignor under or by reason of this Assignment. The Assignor must and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee), and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions, and agreements contained in any Lease; provided, however, in no event will the Assignor be liable for any liability, loss, or damage which the Assignee incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss, or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof,

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including costs, expenses, and reasonable attorneys' fees, will become immediately due and payable by the Assignor with interest thereon at the Default Rate and will be secured by this Assignment. This Assignment will not operate to place responsibility upon the Assignee for the care, control, management, or repair of the Property or for the carrying out of any of the covenants, terms, conditions, and agreements contained in any Lease, nor will it operate to make the Assignee responsible or liable for any waste committed upon the Property by any Tenant, occupant, or other party, 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, occupant, licensee, employee, or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage will constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by the Assignee pursuant to the provisions hereof or of the Mortgage.

**10. NO WAIVER.** Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder will be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

**11. FURTHER ASSURANCES.** The Assignor must execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and must do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve, and maintain the assignment made to the Assignee by this Assignment.

**12. SECURITY DEPOSITS.** The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any Tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

**13. SEVERABILITY.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor will negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, will not be affected thereby and will remain in full force and effect.

**14. SUCCESSORS AND ASSIGNS.** This Assignment is binding upon the Assignor and its legal representatives, successors, and assigns, and the rights, powers, and remedies of the Assignee under this Assignment will inure to the benefit of the Assignee and its successors and assigns.

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15. **WRITTEN MODIFICATIONS.** This Assignment will not be amended, modified, or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification, or supplement.

16. **DURATION.** This Assignment will become null and void at such time as the Assignor has paid the principal sum of the Note, together with all interest thereon, and has fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance thereof, the Assignee agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Assignee acknowledges the termination of its rights hereunder or assigns such rights, without recourse, to the Assignor's designee.

17. **GOVERNING LAW.** This Assignment is governed by and must be construed in accordance with the laws of the State of Illinois.

18. **NOTICES.** All notices, demands, requests, and other correspondence which are required or permitted to be given hereunder will be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Loan Agreement.

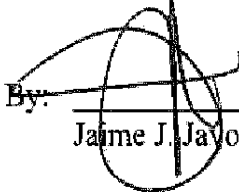
19. **WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.**

*[Remainder of Page Intentionally Left Blank—Signature Page Follows]*

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


STATE-WALTON LLC, an Illinois limited liability company

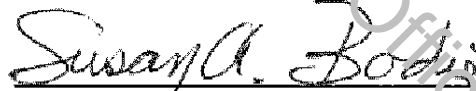
By:   
Jaime J. Javors, Manager

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Jaime J. Javors, the Manager of State-Walton LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of JANUARY, 2023.

[SEAL]   
SUSAN A BODIE  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Apr 24, 2024

  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Parcel 1:

The North 14 and 2/3rds feet of Lot 3 and all of Lot 2 in Raskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian,

Also

Lots 4 and 5 in the Subdivision of the North 1/2 of Block 9 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

The South 40.2 feet of Lot 3 (except the East 27 feet 4 inches thereof) in Roskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting from said premises any portion thereof, if any, within the North 14 2/3 feet of said Lot 3) in Cook County, Illinois.

#### Parcel 3:

Lot 1 in Roskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### **PROPERTY ADDRESS OF REAL ESTATE:**

933-945 N. State Street, Chicago, IL 60610

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