

PREPARED BY AND UPON RECORDATION RETURN TO:

Cassin & Cassin LLP
711 Third Avenue, 20<sup>th</sup> Floor
New York, New York 10017
Attention: Recording Department

Doc# 2303215025 Fee \$89.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/01/2023 01:57 PM PG: 1 OF 20

### 4725 TALMAN LLC, 4030 S. ARCHER AVE, LLC, PILSEN INDUSTRIAL PARK LLC,

and

BRIGHTON INDUSTRIAL PARK LLC, collectively, as assignor (collectively, Borrov er)

to

# **DBR INVESTMENTS CO. LIMITED**, as assignee (Lender)

#### ASSIGNMENT OF LEASES AND RENTS

Dated: As of January 30, 2023

Location: See Schedule A attached hereto

PIN(s): See **Schedule A** attached hereto

County: Cook

#### ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the day of January, 2023 by 4725 TALMAN LLC, a Delaware limited liability company ("Talman Ave Borrower"), 4030 S. ARCHER AVE, LLC, a Delaware limited liability company ("Archer Ave Borrower"), PILSEN INDUSTRIAL PARK LLC, a Delaware limited liability company ("Artesian Ave Borrower") and BRIGHTON INDUSTRIAL PARK LLC, a Delaware limited liability company ("W. 47th St Borrower"), collectively, as assignor, each having their principal place of business at 19 South LaSalle Street, Suite 501, Chicago, Illinois 60603 (Talman Ave Borrower, Archer Ave Borrower, Artesian Ave Borrower and W. 47th St Borrower, jointly and severally, as co-borrowers, individually and collectively (as the context may require, and together with their permitted successors and assigns shall hereinafter be referred to as "Borrower" or sometimes collectively as "Borrowers"), to DBR INVESTMENTS CO. LIMITED as assignee, having an address at 1 Columbus Circle, 15th Floor, New York, New York 10019 (acether with its successors and/or assigns, "Lender").

#### WITNESSETH:

- A. This Assignment is given in connection with a loan in the principal sum of NINE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$9,664,000.00) (the "Loan") made by Lender to Borrowers, jointly and severally, pursuant to that certain Loan Agreement dated as of the date hereof between Borrowers and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and evidenced by that certain Promissory Note dated the date hereof made by Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.
- B. The Note is secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated the date hereof made by Borrowers for the benefit of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Mortgage"), encumbering, as a first mortgage lien thereon, the 'and more particularly described on Exhibit A-1 through Exhibit A-4 annexed hereto and made a part hereof and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the 'Property' or "Properties").
- C. Borrowers have agreed to execute and deliver this Assignment to further secure the payment and performance of all of the Obligations under the Note, the Loan Agreement and the other Loan Documents.
- D. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrowers of their obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions,

agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

# ARTICLE 1 ASSIGNMENT

- **Section 1.1** <u>Property Assigned</u>. Each Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owne for hereafter acquired by Borrowers:
- concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of any Property, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against any Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankrupter Code") (collectively, the "Leases"), together with any extension, renewal or replacement of same. This Assignment of existing and future Leases and other agreements being effective without any parther or supplemental assignment documents.
- (b) Rents. All Rents, which term shall include Rents paid or accruing before or after the filing by or against any Borrower of any petition for relief under the Bankruptcy Code.
- (c) <u>Bankruptcy Claims</u>. All of Borrowers' claims and rights (the "*Bankruptcy Claims*") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.
- (d) <u>Lease Guaranties</u>. All of Borrowers' right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors") to Borrowers.
- (e) <u>Proceeds</u>. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.
- (f) Other. All rights, powers, privileges, options and other benefits of Borrower as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the

same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

- (g) <u>Entry</u>. The right, subject to the provisions of the Loan Agreement, at Lender's option, upon revocation of the license granted herein, to enter upon the Properties in person, by agent or by court-appointed receiver, to collect the Rents.
- (h) <u>Power Of Attorney</u>. Borrowers' irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in <u>Section 3.1</u> of this Assignment during the existence of an Event of Default, and any or all other actions designated by Lender for the proper management and preservation of the Properties.
- Other Rights And Agreements. Any and all other rights of Borrower in and to the items set forth in <u>subsections (a)</u> through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

# ARTICLE 2 TERMS OF ASSIGNMENT

- Section 2.1 Present Assignment and License Back. It is intended by Borrowers that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the terms of the Loan Agreement and the Cash Management Agreement, Lender grants to Borrowers a revocable license to collect, receive, use and enjoy the Rents, as well as any sums due under any of the Lease Guaranties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Lender for use in the payment of such sums.
- Section 2.2 <u>Notice to Lessees</u>. Each Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Properties and all Lease Guarantors to pay over to Lender or to such other party as Lender directs and Pents and all sums due under any of the Lease Guaranties, upon receipt from Lender of written acure to the effect that Lender is then the holder of this Assignment; provided, however, Lender may only send such notices, and take such actions relative to such Rents and sums due under any of the Lease Guaranties, as are expressly permitted relative thereto pursuant to the terms of the Loan Agreement and the Cash Management Agreement. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement and the Cash Management Agreement.
- Section 2.3 <u>Incorporation by Reference</u>. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

(02140744:3)

# ARTICLE 3 REMEDIES

Remedies of Lender. During the continuance of an Event of Default, the Section 3.1 license granted to Borrowers in Section 2.1 of this Assignment shall automatically be revoked and Lender shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Properties. In addition, Lender may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney. with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess any Borrower and its agents and servants from the Properties, without liability for trespass, daplages or otherwise and exclude Borrowers and their agents or servants wholly therefrom, and take possession of the Properties and all books, records and accounts relating thereto, and have, hold, manage, lease and operate the Properties on such terms and for such period of time as Let der may deem proper and, either with or without taking possession of the Properties, in their own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all such and of the Lease Guaranties to be deposited into the Clearing Account to the extent and as required by the terms of the Loan Agreement and the Clearing Account Agreement), with full power to make from time to time all alterations, renovations, repairs or replacements are not or thereof as Lender may deem proper. In addition, during the continuance of an Event of Default, Lender, at its option, may (1) complete any construction on any Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrowers, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Properties and all sums due under any Lease Guaranties (with all such Rents and all sums due under any Lease Guaranties to or deposited into the Clearing Account to the extent and as required by the terms of the Loan Agreement and the Clearing Account Agreement), and/or (3) either (i) require Borrowers to pay morthly in advance to Lender or to any receiver appointed to collect the Rents the fair and reasonable cental value for the use and occupancy of such part of any Property as may be in the possession of Borrowers, or (ii) require Borrowers to vacate and surrender possession of the Properties to Lender or to such receiver and, in default thereof, Borrowers may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Each Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrowers under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien

and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents.

Section 3.3 Other Security. Lender may (i) take or release other security for the payment and performance of the Obligations, (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations, in each instance, without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a vaiver of any Default or Event of Default by Borrowers under the Note, the Loan Agreement, the Mortgage, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. No Borrower shall be relieved of Borrowers' obligations hereunder by reason of (a) the faiture of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Under may resort for the payment and performance of the Obligations to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

#### Section 3.5 Bankruptcy.

- (a) Upon and during the existence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without innitiation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.
- (b) If there shall be filed by or against any Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a written notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the

preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in <u>clause (i)</u> of the preceding sentence within thirty (30) days after Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in <u>clause (ii)</u> of the preceding sentence.

# ARTICLE 4 NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrowers resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Properties after an Event of Default unless such loss is caused by the gross negligence or willful misconduct of Lender. Lender srail not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrowers shall indemnify Lender for, and hold Lender harmless from, (a) any and all actual liability, loss or damage in turred under the Leases, any of the Lease Guaranties or under or by reason of this Assignment, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any of the Lease Guaranties, unless caused by the gross negligence or willful misconduct of Lender Stould Lender incur any such liability, the actual amount thereof, including actual out-of-pocker costs and expenses and reasonable attorneys' fees and costs, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrowers shall reimburse Lender therefor within ten (10) days following receipt from Lender of written demand and upon the failure of Borrowers to do so Lender may, at its option, declare the Obligations to be immediately due and payable. Except as otherwise provided herein, this Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Properties upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any of the Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Properties by the tenants or any other parties, or for any dangerous or defective condition of the Properties, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Properties resulting in loss or injury or death to any tenant, licensee, employee or stranger. Not withstanding the foregoing or anything to the contrary herein. Borrowers shall not be required to indemnify Lender for losses solely arising from the gross negligence or willful misconduct of Lender, provided that Borrowers shall bear the burden of proving same in a court of competent jurisdiction. Additionally, notwithstanding anything to the contrary in this Section 4.1 or elsewhere herein, Borrowers shall not be liable for any of the liabilities set forth in this Section 4.1 to the extent that that Borrowers can prove in a court of competent jurisdiction (it being acknowledged and agreed that Borrowers shall bear the burden of proof of such matters in such court) that the event giving rise to such liability(ies) first occurred after the date on which Lender or a third party who or which is not a Borrower, Guarantor, an Affiliate of a Borrower or Guarantor or a Person acting on behalf of any of the foregoing acquires title to the Property as a result of the Lender's exercise of remedies under the Loan Documents, through foreclosure or

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deed in lieu thereof (the "Mortgage Transfer Date") and does not relate back to a condition existing prior to the Mortgage Transfer Date; provided, however, in no event shall Borrower be released from any liability or obligation hereunder (A) that occurred, arose or accrued prior to the Mortgage Transfer Date or with respect to any conditions which existed prior to the Mortgage Transfer Date, or (B) that has occurred, arisen or accrued due to an act or as a result of negligence or misconduct of a Borrower, Guarantor, any Affiliate of a Borrower or Guarantor or a Person acting on behalf of any of the foregoing.

Section 4.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Properties by Lender. In the exercise of the powers herein granted Lender, no limitity shall be asserted or enforced against Lender, all such liability being expressly waived and released, to the extent permitted by applicable law, by Borrowers; provided, however, this sentence shall not apply to liability caused by the gross negligence or willful misconduct of Lender, provided that Borrowers shall bear the burden of proving same in a court of competent jurisdiction.

Section 4.3 Further Assurances. Borrowers will, at the reasonable cost of Borrowers, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reascrably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrowers may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on written demand, will execute and deliver, and hereby authorizes Lender to execute in the name of Borrowers to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

# ARTICLE 5 MISCELLANEOUS PROVISIONS

- Section 5.1 <u>Conflict of Terms</u>. In case of any conflict between up, terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.
- Section 5.2 <u>No Oral Change</u>. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrowers or Lender, but only by an agreement in writing signed by the party(ies) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- Section 5.3 <u>General Definitions</u>. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the singular or plural form and the word "*Borrower*" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest

therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Documents," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, actual fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Lender in protecting its interest in the Property, the Leases and/or the Rents and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

- Section 5.4 <u>Inapplicable Provisions</u>. If any provision of this Assignment is held to be illegal, in alid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as it such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.
- Section 5.5 Governing Law, Jurisdiction; Service of Process. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located.
- Section 5.6 <u>Termination of Assignment</u>. Upon the termination or reconveyance of the Mortgage, this Assignment shall become and be word and of no effect.
- **Section 5.7** <u>Notices</u>. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.
- Section 5.8 WAIVER OF TRIAL BY JURY. BORKOWERS AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW ON HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE MCRTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWERS AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWERS.
- Section 5.9 <u>Exculpation</u>. The provisions of Section 10.1 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

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# **UNOFFICIAL COPY**

Section 5.10 <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of Borrowers and Lender and their respective successors and permitted assigns forever. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. No Borrower shall have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, which consent shall not be unreasonably withheld, except as provided in the Loan Agreement or any other Loan Document, and any attempted assignment without such consent shall be null and void.

Section 5.11 <u>Headings, Etc.</u> The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12 Recitals. The recitals hereof are a part hereof, form a basis for this Assignment and shall be considered *prima facie* evidence of the facts and documents referred to therein.

[NG FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has executed this Assignment the day and year first above written.

#### **BORROWER:**

4725 TALMAN LLC, a

Delaware limited liability company

Name:

Daniel Espinoza-Revna

Title:

Authorized Signatory

**ACKNOWLEDGMENT** 

STATE OF WOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this day of December, 2022 by DANIEL ESPINOZA-REYNA, the AUTHORIZED SIGNATORY of 4725 TALMAN LLC,

a Delaware fimited lability company.

Notary Public

Printed Name: V > NNA / N Star

My Commission Expires:  $3 \cdot 30 \cdot 23$ 

(SEAL)

DONNA M STANKE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 30, 2023

[SIGNATURE PAGE FOLLOWS]

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#### **BORROWER:**

4030 S. ARCHER AVE, LLC, a Delaware limited liability company

Name:

Daniel Espinoza-Reyna

Title:

**Authorized Signatory** 

#### **ACKNOWLEDGMENT**

STATE OF THE

**COUNTY OF** 

: ss.:

The foregoing instrument was acknowledged before me this \ day of December, 2022 by DANIEL ESPINOZA-REXNA) the AUTHORIZED SIGNATORY of 4030 S. ARCHER AVE, LLC, a Delaware limited l'ability company.

Notary Public

My Commission Expires:

(SEAL)

Printed Name:

DONNA M STANKE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 30, 2023

|SIGNATURE PAGE FOLLOWS

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### **UNOFFICIAL COPY**

**BORROWER:** 

PILSEN INDUSTRIAL PARK LLC, a

Delaware limited liability company

Name:

Daniel Espinoza-Reyna

Title:

Authorized Signatory

#### **ACKNOWLEDGMENT**

STATE OF JULION IS

: ss.:

COUNTY OF COOK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2022 by DANIEL ESPINOZA-REYN A. the AUTHORIZED SIGNATORY of PILSEN INDUSTRIAL PARK/LLC, a Del Ware limited liability company.

Notary Public

(SEAL)

Printed Name:

DONNA M Stanke

My Commission Expires: 330-33

DONNA M STANKE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 30, 2023

[SIGNATURE PAGE FOLLOWS]

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## **UNOFFICIAL COPY**

#### **BORROWER:**

#### BRIGHTON INDUSTRIAL PARK LLC, a

Delaware limited liability company

Name:

Daniel Espinoza Reyna

Title:

Authorized Signatory

#### **ACKNOWLEDGMENT**

STATE OF (1015)
COUNTY OF (00)

The foregoing instrument was acknowledged before me this day of December, 2022 by DANIEL ESPINOZA-REYNA, the AUTHORIZED SIGNATORY of BRIGHTON INDUSTRIAL PARK LLC a Delaware limited liability company.

Notary Public

Printed Name:

A. IA. SEAL)

My Commission Expires: 3-30-2

DONNA M STANKE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 30, 2023

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# **UNOFFICIAL C**

#### Schedule A

#### **Property Locations**

Location:

4725-27 S. Talman Avenue

Chicago, Illinois 60632

PIN(s):

19-12-203-011-0000, 19-12-203-012-0000, 19-12-203-013-0000

19-12-203-014-0000, 19-12-203-015-0000, 19-12-203-016-0000

Location:

4013 S. Archer Avenue

Chicago, Illinois 60632

PIN(s):

19-01-211-083-0000

Location:

3955 S. California Avenue

Chicago, Illinois 60632

PIN(s):

19-01-211-083-0000

Location:

2737 W. 39th Place

Chicago, Illinois 60632

PIN(s):

19-01-204-049-0000

Location:

4030 S. Archer Avenu

Chicago, Illinois 60632

PIN(s):

19-01-204-050-0000

Location:

2525 S. Artesian Avenue

Chicago, Illinois 60608

PIN(s):

16-25-225-022-0000

Location:

2959 W. 47th Street

Chicago, Illinois 60632

PIN(s):

OHNA CLOURS 19-12-101-015-0000, 19-12-100-039-0000, 19-12-100-040-0000,

19-12-101-001-0000

County:

Cook

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# **UNOFFICIAL COPY**

#### Exhibit A-1

**Legal Description** (4725-27 S. Talman Avenue)

LOTS 38 TO 46 INCLUSIVE, IN CLUNN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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#### Exhibit A-2

#### Legal Description

(4030 S. Archer Ave, 4013 S. Archer Ave, 3955 S. California Ave, 2737 W. 39th Place)

#### PARCEL 1:

LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 IN GRAVES SUBDIVISION OF LOT 1 OF SUPERIOR COURT PARTITION OF THE SOUTH 25 ACRES OF THE NORTH 1/2 AND THE NORTH 15 ACRES OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1 B C AND LOT I IN BLOCK 1 IN LAHR'S RESUBDIVISION OF LOTS 1 TO 7 IN BLOCK 1 AND LOTS 1 TO 7 IN BLOCK 2 IN MONTGOMERY'S SUBDIVISION OF LOT 3 IN THE PARTITION OF THE SOUTH 25 ACRES OF THE NORTH 112 AND THE NORTH 15 ACRES OF THE SOUTH 112 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCAPAL MERIDIAN AND IN THE SUBDIVISION OF THE TRACT OF LAND LYING NORTHWEST OF SAID BLOCK 3 BETWEEN THE SAME AND THE SOUTH LINE OF ARCHER AVENUE IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 25, 26, 27, 28, 29 IN GRAVES SUBDIVISION OF LOT 1 OF SUPERIOR COURT PARTITION OF THE SOUTH 25 ACRES OF THE NORTH 1/2 AND THE NORTH 15 ACRES OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAS? 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 34 AND 35 IN GRAVES SUBDIVISION CFLOT 1 OF SUPERIOR COURT PARTITION OF THE SOUTH 25 ACRES OF THE NORTH 1/2 AND THE NORTH 15 ACRES OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, 10WNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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# **UNOFFICIAL COPY**

#### Exhibit A-3

### Legal Description

(2525 S. Artesian Avenue)

LOTS 25 TO 38, BOTH INCLUSIVE, IN BLOCK 16 IN S. J. WALKER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

Property of Coot County Clert's Office 2525 S. ARTESIAN AVENUE, CHICAGO, ILLINOIS 60608

PIN:

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#### <u>Exhibit A-4</u>

Legal Description (2959 W. 47th Street)

#### PARCEL 1:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1/4 SECTION, 1289.5 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON A LINE 1289.5 FEET.EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION, A DISTANCE OF 626 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, A DISTANCE OF 10 FEET; THENCE SOUTH ON A LINE 1299.5 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 1/4 SECTION J. DISTANCE OF 173.52 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE MICHIGAN CENTRAL RAILROAD COMPANY BY DEED RECORDED MILY 2, 1924 AS DOCUMENT 8396743 THENCE SOUTHEASTERLY ALONG THE NORTHERLY I'NE OF SAID TRACT, SAID LINE BEING A STRAIGHT LINE, MAKING AN ANGLE WITH THE FIRST COURSE EXTENDED OF 42 DEGREES, 42-1/2 MINUTES, A DISTANCE OF 41 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF A PARCEL OF LAND CONVEYED TO THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 6681736; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 297 FEET TO A POINT 678 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY ON A STRAIGHT LINE TO ITS INTERSECTION WITH A LINE 626 FLET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION AT A POINT 1251 FC-7 WEST OF THE EAST LINE OF SAID 1/4 SECTION; THENCE EAST ALONG SAID PARALLEL LINF A DISTANCE OF 34 FEET TO ITS INTERSECTION WITH A LINE 1217 FEET WEST OF AND PAFALLEL WITH THE EAST LINE OF SAID 1/4 SECTION: THENCE NORTH ON SAID PARALLEL LINE, A [ISTANCE OF 10 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION, A DISTANCE OF 27 FEET; THENCE NORTH ON A LINE 1244 FEET WEST OF AND PARALLEL WITH THE EAST. LINE OF SAID 1/4 SECTION, A DISTANCE OF 616 FEET TO THE NORTH LINE OF SAID 1/4 SECTION; THENCE WEST ALONG SAID NORTH LINE. A DISTANCE OF 130.78 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE NORTH 33 FEET THEREOF FALLING IN 47TH STREET), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 95.94 FEET OF THE NORTH 616 FEET OF THE EAST 124. FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET THEREOF, USED AND OCCUPIED AS THE SOUTH 33 FEET OF THE WEST 47TH STREET, A PUBLIC STREET, ALSO EXCEPT THE SOUTH 10 FEET THEREOF USED AS THE NORTH 10 FEET OF PRIVATE ALLEY), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 3P NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO W.T. BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, 1208 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG A LINE 1208 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 114 OF SAID SECTION 12, A DISTANCE OF 672.73 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF AN 18-FOOT RIGHT OF WAY OF THE CHICAGO RIVER AND INDIANA RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG A CURVED LINE (BEING THE EASTERLY LINE OF THE AFORESAID RIGHT OF WAY) CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 279 FEET, A DISTANCE OF 101.86 FEET; THENCE CONTINUING ALONG A CURVED LINE. (BEING THE EASTERLY LINE OF THE AFORESAID RIGHT OF WAY) CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 297 FEET, A DISTANCE OF 62.67 FEET TO ITS INTERSECTION WITH A LINE 1299.5 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; RUNNING THENCE NORTH ALONG THE LAST MENTIONED LINE, 182.52 FEET TO A POINT WHICH IS 626 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF THE

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AFORESAID SECTION 12, RUNNING THENCE WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 12, A DISTANCE OF 10 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH AND 1289.5 FEET, EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 12, A DISTANCE OF 626 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12: THENCE WEST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 81.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 12. THENCE NORTH 89 DEGREES, 57 MINUTES, 10 SECONDS EAST ALONG THE NORTH LINE THEREOF, 1299.00 FEET; THENCE DUE SOUTH, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 626.00 FEET TO THE PLACE OF BEGINNING OF THIS PARCEL OF LAND; THENCE CONTINUING DUE SOUTH, PARALLEL WITH THE SAID WEST LINE OF THE NORTHWEST 1/4. 182.52 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE 18-FOOT RIGHT OF WAY OF THE CHICAGO RIVER AND INDIANA RAILWAY COMPANY: THENCE NORTH 30 DEGREES, 17 MINUTES WEST, 67.02 FEET TO THE POINT OF TANGENCY WITH A CURVED LINE: THENCE NOR THWESTERLY ALONG SAID CURVED LINE, CONVEX TO THE WEST, HAVING A RADIUS OF 275.14 FEET, A DISTANCE OF 131.35 FEET TO A POINT IN A LINE THAT IS 626.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTH WEST 1/4: THENCE NORTH 89 DEGREES, 57 MINUTES, 30 SECONDS EAST ALONG SAID PARALLEL LINE, BEING THE SOUTH LINE OF A 20-FOOT PRIVATE ALLEY, 71 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS,

#### PARCEL 4:

THAT PART OF THE NORTH 1/2 OF 1HE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE NORTH 89 DEGREES, 57 MINUTES, 30 SECONDS EAST, ALONG THE NORTH LINE THEREOF. 1299.00 FEET; THENCE DUE SOUTH, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 626.00 FEET TO THE PLACE OF BEGINNING OF THIS PARCEL OF LAND: THENCE CONTINUING DUE SOUTH PARALLEL WITH THE SAID WEST LINE OF THE NORTHWEST 1/4 182.52 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE 18 FOOT RIGHT OF WAY OF THE CHICAGO RIVER AND INDIANA RAILWAY COMPANY; THENCE NORTH 30 DEGREES 1/ N INVITES WEST, 67.02 FEET TO THE POINT OF TANGENCY WITH A CURVED LINE; THENCE NOFTHWESTERLY ALONG SAID CURVE. CONVEX TO THE WEST, HAVING A RADIUS OF 275.34 FEET, A DISTANCE OF 131.35 FEET TO A POINT IN A LINE THAT IS 626.00 FEET SOUTH OF AND PARALLEL LITH THE AFORESAID NORTH LINE OF THE NORTHWEST 1/4; THENCE NORTH 89 DEGREES, 57 MINUTES, 30 SECONDS EAST, ALONG SAID PARALLEL LINE, BEING THE SOUTH LINE OF A 20 FCGT PRIVATE ALLEY, 71 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.