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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/19/2023 10:44 AM PG: 1 OF 16

This document prepared by
upon recording return to:
Marci Morgan Cox, Esq
Dinsmore & Shohl LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
513-977-8200

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

Cover Sheet

Date of Document:

April 14th, 2023

Borrower (Assignor):

Angeleke Tsiribas-Sansalone, Successor Trustee of the
Dimitrios George Tsiribas Trust dated August 2, 2001,
Marshall at Central, LLC, an Ohio limited liability
company and Montrose at Central Investments, LLC, an
Ohio limited liability company

Borrower's (Assignor's) Mailing
Address:

1008 Marshall Avenue,
Cincinnati, OH 45225

Lender (Assignee):

American Fidelity Assurance Company, an Oklahoma
corporation

Lender's (Assignee's) Mailing
Address:

9000 Cameron Parkway
Oklahoma City, Oklahoma 73114

Legal Description:

See Exhibit A

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THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of the ____ day of April, 2023, by **ANGELEKE TSIRIBAS-SANSALONE, SUCCESSOR TRUSTEE OF THE DIMITRIOS GEORGE TSIRIBAS TRUST DATED AUGUST 2, 2001 ("Tsiribas")**, **MARSHALL AT CENTRAL, LLC**, an Ohio limited liability company ("**Marshall**"), and **MONTROSE AT CENTRAL INVESTMENTS, LLC**, an Ohio limited liability company ("**Montrose**", and collectively, jointly and severally with Tsiribas and Marshall, the "**Assignor**") to **AMERICAN FIDELITY ASSURANCE COMPANY**, an Oklahoma corporation ("**Assignee**").

RECITALS:

A. Assignee has made or is making contemporaneous herewith a loan to Assignor in the aggregate principal amount of Three Million Nine Hundred Ninety Thousand and 00/100 Dollars (\$3,990,000.00) (the "**Loan**").

B. The Loan is evidenced by a certain Promissory Note of even date herewith in the aforesaid principal amount, with interest at the rates therein provided, both principal and interest being payable as therein provided, and all amounts remaining unpaid thereon being finally due and payable on May 1, 2041, and containing a provision for the payment of a reasonable additional amount as attorneys' fees (said note, and all other notes given in substitution therefor or in modification, amendment, increase, renewal or extension thereof, in whole or in part, being hereinafter referred to as the "**Note**").

C. The Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Assignor to Assignee, dated as of the date of this Assignment, and recorded or to be recorded in the Office of the Register of Deeds of Cook County, Illinois (the "**Mortgage**").

D. The Mortgage encumbers certain real property located in Cook County, Illinois, more specifically described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

E. The Property and the improvements situate thereon are subject to certain ground leases, leases, subleases, franchises, licenses and rental agreements covering the Property or portions thereof, including, without limitation, that certain Sublease dated August 26, 2022 by and between CP Thunder LH LLC, a Delaware limited liability company ("**CP LH**"), as landlord therein, and Bond Drug Company of Illinois, LLC, an Illinois limited liability company ("**Bond Drug**"), as tenant therein, as amended, modified, memorialized, assigned, assumed or otherwise affected (as appropriate) by that certain Assignment and Assumption of Sublease dated April 14, 2023 pursuant to which CP LH assigned its interest in and to the Sublease to Montrose and Montrose assumed all obligations of the lessor thereunder, and as affected by that certain Guaranty by Walgreen Co., an Illinois corporation, dated August 15, 2022 (the "**Walgreens Lease**"). The foregoing leases, subleases, franchises, licenses and rental agreements, whether now or hereafter existing or entered into and all of Assignor's estate, right, title and interest in and to the same,

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together with all existing or future renewals, extensions, modifications, amendments, guaranties, subleases and assignments of the same, whether one or more, are hereinafter individually referred to as a "Lease" and collectively as the "Leases".

F. In consideration of the Loan being made by Assignee to Assignor, and as a condition thereto, and to provide a source of future payment of the Loan, together with all obligations, indebtedness and liabilities, incurred or owed under the Note, the Mortgage, this Assignment, and any and all other documents or instruments executed in connection therewith (collectively the "Loan Documents", the terms of which are incorporated herein by reference), whether now existing or hereafter arising, Assignor has agreed to give this Assignment for the purpose of absolutely assigning the Leases, Ground Leases (as defined in the Mortgage), and Rent (as defined below) as hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the Loan and intending to be legally bound, Assignor agrees, warrants, represents, assigns, sets over and transfers to Assignee the Leases, in accordance with and subject to the terms and conditions hereinafter set forth.

1. The recitals set forth above are incorporated herein by reference.

2. Assignor, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally grant, convey, assign, transfer and set over unto Assignee the following: (a) all rights, titles, interests, estates, powers, options and other benefits of Assignor in, to and under the Ground Leases and the Leases, whether now existing or hereafter arising, which cover or affect all or any portion of the Property; (b) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other sums of money that may now and at any time hereafter become due and payable to Assignor under the terms of the Ground Leases and the Leases (hereinafter collectively called the "Rent"), arising or issuing from or out of the Ground Leases and the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, operating expense contributions, percentage rents, deficiency rents and liquidated damages following default, security deposits, advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property and all of Assignor's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under the Federal Bankruptcy Code, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and (c) any and all guaranties of or in any way relating to the payment of the Rent or the performance of the tenant's obligations under any Lease. This Assignment is made as security for the full, timely and faithful repayment by Assignor of the Loan and performance by Assignor and all guarantors of all of its obligations under the Loan Documents to the fullest extent permitted

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by law. Assignor covenants and agrees to execute additional instruments and assignments as may be requested by Assignee to vest in Assignee all rights of Assignor under any of the Leases.

3. Assignor hereby represents and warrants unto Assignee that: (i) as of the date hereof, Tsiribas and Marshall are the sole owners of the entire lessor's interest in the Ground Leases, and Montrose is the sole owner of the entire lessee's interest in the Ground Leases and lessor's interest in the Leases, and each Assignor has good title and good right to assign its respective interests in and to the Leases and Rent hereby assigned and no other person or entity has any right, title or interest therein; (ii) Assignor has duly and punctually performed all of the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it; (iii) Assignor has not at any time prior to the date hereof exercised any right to subordinate the Leases to any deed of trust or mortgage or any other encumbrance of any kind; (iv) Assignor has not executed any prior assignments of the Leases or the Rent thereunder; (v) no Rent reserved in any of the Leases has been anticipated and no Rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of the applicable Lease; (vi) Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; (vii) the Leases are valid and subsisting and in full force and effect and unmodified; (viii) there exists no defense, counterclaim or set-off to the payment of the Rent under any Lease; and (ix) there are no defaults now existing under any Lease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute such a default.

4. Assignor hereby covenants and agrees with Assignee that for so long as the indebtedness evidenced by the Note or any part thereof, or any other indebtedness secured by the Mortgage or other Loan Documents remains unpaid, Assignor shall not, without the express prior written consent of Assignee: (i) make or give an assignment, pledge or disposition of the Leases or the Rent thereunder; (ii) subordinate any Lease to any deed of trust or mortgage or any other encumbrance of any kind or permit, consent or agree to such subordination; (iii) reduce the Rent payable under any Lease, or enter into, modify, alter, amend, extend, renew, restate or replace any Lease, or waive, excuse, condone, discount, set off, compromise or in any manner release or discharge Tenant (as hereinafter defined) under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Tenant, including the obligation to pay the Rent thereunder in the manner and at the place and time specified therein; (iv) incur any indebtedness to a lessee under or guarantor of any Lease which may under any circumstance be used as an offset against the Rent or other payments due under said Lease; (v) exercise any option required or permitted by the terms of any Lease without the prior written consent of Assignee; (vi) receive or collect any Rent from any present or future lessee of the Property or any part thereof for a period of more than one (1) month in advance of the date on which such payment is due; (viii) cancel or terminate any Lease, accept a surrender thereof, commence an action of ejectment or any summary proceedings for dispossession of any Tenant under a Lease, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein 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

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Tenant thereunder; (ix) consent to an assignment or sublease of the interest and estate of the Tenant under any of the Leases, whether or not in accordance with its terms; (x) modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty; (xi) renew or extend the term of any Lease unless an option therefor was originally reserved by the lessee in such Lease for a fixed and definite rental, or relocate or expand the floor space of a Tenant under any Lease within the Property; (xii) take any action with respect to the Ground Leases in violation of the Mortgage; or (xiii) alter or amend the terms and provisions of any Lease; or (xiv) enter into any new or additional lease or sublease covering any portion of the Property which is leased to Bond Drug under the Walgreens Lease as of the date of this Assignment, it being understood that any new or additional Lease for any portion of the Property shall, upon its effective date, be deemed to be included in the definition of "Lease" set forth herein, and all tenants under any and all Leases are referred to herein individually as a "Tenant" and collectively as the "Tenants". In such event, provided Assignee consents to such new or additional Lease, Assignor shall execute an Absolute Assignment of Leases and Rents upon the request of Assignee which specifically references and assigns any such new or additional Lease (it being understood and agreed that no such specific assignment shall be required for any such subsequent Lease to be covered by and included within this Assignment as provided herein). If any of the foregoing are done or permitted to be done without the express prior written consent of Assignee, the same shall be null and void.

Assignor hereby covenants and agrees with Assignee that for so long as the indebtedness evidenced by the Note or any part thereof, or any other indebtedness secured by the Mortgage or other Loan Documents remains unpaid, Assignor shall: (i) observe and perform duly and punctually all the obligations imposed upon any lessee under the Leases and not to do or permit to be done anything to impair the value or security thereof; (ii) enforce the performance of each and every term, provision, covenant, agreement and condition in the Leases to be performed by any lessee thereunder; (iii) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases, or the obligations, liabilities or duties of Assignor or any lessee under any Lease and, upon request by Assignee, to make appearance in the name and on behalf of Assignee, but at the expense of Assignor; (iv) exercise any option or election contained in or relating to the Leases which Assignee shall require; (v) at Assignee's request, assign and transfer to Assignee by specific Assignment of Leases and Rents, in the form of this Assignment, any and all subsequent leases upon all or any part of the Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Assignment as provided herein); (vi) upon request of Assignee, deliver to Assignee executed copies of any and all Leases, renewals and extensions of the existing Leases, and any and all subsequent Leases upon all or any part of the Property; or (vii) execute and deliver at the request of Assignee all such further assurances and assignments in the premises covered by the Leases as Assignee shall from time to time require and to deliver other records and instruments, including but not limited to rent rolls and books of account, that Assignee shall from time to time require.

5. (i) Pursuant to Section 2 hereof, Assignor hereby assigns and transfers to Assignee the Lease and rents, issues, and profits of the Collateral Property, and hereby gives to and confers upon Assignee the right, power and authority to collect such rents, issues and profits. Assignor

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irrevocably appoints Assignee its true and lawful attorney-in-fact, at the option of Assignee at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Assignor or Assignee, for all such rents, issues, and profits and apply the same to the indebtedness secured hereby; provided, however, so long as no Event of Default exists, any surplus rental payments over and above that which is necessary to make the payments due under the Note shall be returned to Assignor immediately and on a monthly basis in accordance with Lender's servicer's procedures, for its sole and exclusive use, provided that Assignor hereby covenants to apply such surplus, before using any part of same for any other purpose, first to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; second, to the cost of insurance, maintenance and repairs required by the terms of the Mortgage; and third, to the satisfaction of all obligations specifically set forth in the Lease. The assignment of the Lease, rents, issues, and profits of the Collateral Property in this **Section 5** is intended to be a present assignment from Assignor to Assignee. As of the date hereof, it is understood that Assignee has provided Assignor and Tenant with written notice (the "**Direct Payment Notice**") that all rents, issues, and profits due from Tenant to Assignor shall be paid directly to Assignee, and Assignor and Assignee hereby authorize and direct Tenant to pay directly to Assignee all such amounts and the receipt thereof by Assignee shall be a release of Tenant to the extent of all amounts so paid. The receipt by Tenant of the Direct Payment Notice is deemed sufficient authorization for such Tenant to make all future payments of Rent directly to Assignee and Tenant is entitled to rely on the Direct Payment Notice and shall have no liability to Assignor for any Rent paid to Assignee after receipt of the Direct Payment Notice, and Assignor hereby agrees to hold Tenant harmless to the extent payments were made in reliance on such Direct Payment Notice. Upon payment in full of all amounts due under the Note, upon written request from Borrower, Assignee shall promptly send Tenant a revocation of the Direct Payment Notice.

(ii) In the event that, despite such Direct Payment Notice, Assignor for any reason receives any rents, issues and profits from Tenant, Assignor shall immediately notify Assignee and shall hold such Rent as a trust fund to be applied as required by Assignee.

(iii) In the event Assignee elects to revoke the Direct Payment Notice in Assignee's sole and absolute discretion, then Tenant under the Lease may pay Rent directly to Assignor and Assignor shall have the right to receive such Rent provided that Assignor shall hold such Rent as a trust fund to be applied as required by Assignee. Assignor hereby covenants so to apply the Rent, before using any part of the same for any other purposes, first, to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; second, to the cost of insurance, maintenance and repairs required by the terms of the Mortgage; third, to the satisfaction of all obligations specifically set forth in the Lease; and, fourth, to the payment of interest and principal becoming due on the Note and the Mortgage. Upon receipt from Assignee of a subsequent notice requiring lessee to pay Rent directly to Assignee (a "**Subsequent Notice**" and together with the Direct Payment Notice, each a "**Notice**"), Assignor and Assignee hereby authorize and direct Tenant to pay directly to Assignee all Rent thereafter accruing and the receipt of Rent by Assignee shall be a release of Tenant to the extent of all amounts so paid. The receipt by Tenant of a Subsequent Notice shall be sufficient authorization for such Tenant to make all future payments of Rent directly to Assignee and each Tenant shall be entitled to rely on such Subsequent Notice

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and shall have no liability to Assignor for any Rent paid to Assignee after receipt of such Subsequent Notice, and Assignor hereby agrees to hold Tenant harmless to the extent payments were made in reliance on such Subsequent Notice.

6. At any time during which Assignor is entitled hereunder to receive Rent directly from Tenants under the Leases, Assignor shall, upon receipt of written direction from Assignee, make demand and/or sue for all Rent due and payable under the Leases, as directed by Assignee, as it becomes due and payable, including Rent which is past due and unpaid. In the event Assignor fails to take such action, or at any time during which Assignor is not receiving Rent directly from lessees under the Leases, Assignee shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Assignor, all Rent due and payable under the Leases, as it becomes due and payable, including Rent which is past due and unpaid.

7. Assignor agrees that under no circumstances shall Assignee be obligated to perform or discharge any obligation, duty or liability under any Lease by reason of this instrument or the exercise of rights or remedies hereunder, nor shall Assignee be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property, or any part thereof, or from any other act or omission of Assignee under or relating to the Leases unless such loss is caused by the willful misconduct and bad faith of Assignee. Further, Assignee shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rent under the Leases, but shall be accountable only for Rent that Assignee actually receives. Assignor will indemnify and hold harmless Assignee (for purposes of this paragraph, the term "Assignee" shall include the directors, officers, partners, employees and agents of Assignee and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Assignee) from and against, and reimburse Assignee for, all claims, demands, liabilities, losses, damages, causes of action, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred under the Leases by reason of this instrument or the exercise of rights or remedies hereunder, or which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, including specifically any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Tenant under any Lease and not assigned and delivered to Assignee. THE RELEASES AND INDEMNITIES CONTAINED IN THIS PARAGRAPH SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) RESULTING FROM THE NEGLIGENCE OR CLAIMS OF NEGLIGENCE OF ASSIGNEE AND ANY STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNEE. The foregoing releases and indemnities shall not terminate upon release or other termination of this Assignment. Any amount to be paid under this Paragraph by Assignor to Assignee shall be a demand obligation owing by Assignor to Assignee, shall bear interest from the date such amount becomes due until paid at the rate of interest payable on matured but unpaid principal of or interest on the Note and shall be secured by the Mortgage and by any other instrument securing the Note. This Assignment shall not operate to place responsibility upon Assignee for the control, care, management or repair of the Property, nor for the carrying out of

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any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or by any other parties 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.

8. This Assignment is primary in nature to the obligation evidenced and secured by the Note, the Mortgage and any other document given to secure and collateralize the indebtedness secured by the Mortgage. Assignor agrees that Assignee may enforce this Assignment without first resorting to or exhausting any security or collateral securing the payment of the Note; provided however, that nothing herein contained shall prevent Assignee from suing on the Note, foreclosing the Mortgage or exercising any other right under the Loan Documents or at law or equity. This Assignment is intended and shall be construed to supplement the assignment of lease provisions of the Mortgage, provided, however, to the extent any of said terms, provisions, conditions, obligations or covenants set forth in this Assignment are in direct conflict with terms of the Mortgage, the applicable terms, provisions, conditions, obligations or covenants set forth in this Assignment shall control.

9. In the event Tenant should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of any of the Leases assigned hereby, Assignor covenants and agrees that if any Lease is so rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for rejection of any such Lease will be made payable to both Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to the Note and other indebtedness secured by the Mortgage, principal, interest, attorneys' and collection fees and other amounts, in such order as Assignee in its sole discretion may determine.

10. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Mortgage or a waiver or curing of any default hereunder or under the Note or the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. Upon payment in full of the Note and all other indebtedness and obligations secured hereby and by the Mortgage, and provided all warranties, undertakings and agreements made in the Mortgage and in this Assignment are kept and performed and no event of default exists at such time, this Assignment shall become null and void and of no further force and effect, but no Tenant shall be required to take notice of such termination until a copy of a satisfaction or release of the Mortgage and this Assignment shall have been delivered to such Tenant.

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12. Assignee may take or release any security for the payment of the Note and other indebtedness secured by the Mortgage, may release any party primarily or secondary liable therefor and may apply any security held by it to the satisfaction of the Note and such other indebtedness without prejudice to any of its rights under this Assignment.

13. Assignee may at any time and from time to time in writing (a) waive or not enforce compliance by Assignor with any covenant herein made by Assignor to the extent and in the manner specified in such writing; (b) consent to Assignor doing any act which hereunder Assignor is prohibited from doing, or consent to Assignor failing to do any act which hereunder Assignor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Property and/or any Lease, or any interest therein, from this Assignment. No such act shall in any way impair the rights of Assignee hereunder except to the extent specifically agreed to by Assignee in such writing.

14. The rights and remedies of Assignee hereunder shall not be impaired by any indulgence, including but not limited to (a) any renewal, extension or modification which Assignee may grant with respect to any indebtedness secured by the Mortgage, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Assignee may grant in respect of the Property and/or any Lease or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

15. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

16. Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Property, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Assignment.

17. This Assignment and the terms, provisions, representations and warranties herein contained shall be binding upon Assignor and Assignor's successors and assigns and all subsequent owners of the Property and shall inure to the benefit of Assignee and Assignee's successors and assigns, including all subsequent holders of the Note and Mortgage. All references in this Assignment of Leases and Rents to Assignor or Assignee shall be deemed to include all such heirs, devisees, representatives, successors and assigns of such respective party.

18. Within this Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires. References in this Assignment to "herein",

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"hereunder" or "hereby" shall refer to this entire Assignment of Leases and Rents, unless the context otherwise requires.

19. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

20. Where two or more persons or entities have executed this Assignment, unless the context clearly indicates otherwise, the term "Assignor" as used herein means the assignors hereunder or either or any of them and the obligations of Assignor hereunder shall be joint and several.

21. It is expressly agreed by the parties hereto that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

22. This Assignment contains the entire agreement concerning the assignment of the Leases and the Rent thereunder between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by or on behalf of such party.

23. All notices to Assignor or Assignee required or permitted to be given hereunder, if any, shall be given in the manner specified in the Mortgage, excepting from the foregoing Notices which may be given pursuant to provisions of Section 5 hereof, which such notices shall be given in a commercially reasonable manner to the Tenants under the Leases upon whom demand for the Rent is being made.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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SIGNATURE PAGE TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

IN WITNESS WHEREOF, Borrower has caused these presents to be executed effective as of the date first written above.

ASSIGNOR:

Angeleke Tsiribas-Sansalone
ANGELEKE TSIRIBAS-SANSALONE,
AS SUCCESSOR TRUSTEE OF THE
DIMITRIOS GEORGE TSIRIBAS
TRUST DATED AUGUST 2, 2001

STATE OF OHIO)
) ss:
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12th day of April, 2023, by Angeleke Tsiribas-Sansalone, the Successor Trustee of the Dimitrios George Tsiribas Trust dated August 2, 2001, on behalf of said Trust, and she acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes mentioned in the instrument.

Paul B. Pryse
 Notary Public

My Commission Expires:



GAIL GLASMEYER PRYSE
 Attorney at Law
 Notary Public, State of Ohio
 My Commission Has No Expiration
 Date. Section 147.03 O.R.C.

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SIGNATURE PAGE TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

IN WITNESS WHEREOF, Borrower has caused these presents to be executed effective as of the date first written above.

ASSIGNOR:

MARSHALL AT CENTRAL, LLC, an
Ohio limited liability company

By: *Anthony M. Sansalone*

Name: Anthony M. Sansalone

Title: Manager

STATE OF OHIO)

) ss:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12th day of April, 2023, by Anthony M. Sansalone, the Manager of Marshall at Central, LLC, an Ohio limited liability company, on behalf of said limited liability company, and he acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

Gail Glassmeyer Pryse
Notary Public

My Commission Expires:



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SIGNATURE PAGE TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

IN WITNESS WHEREOF, Borrower has caused these presents to be executed effective as of the date first written above.

ASSIGNOR:

**MONTROSE AT CENTRAL
INVESTMENTS, LLC**, an Ohio limited
liability company

By: Angeleke Tsiribas Sansalone
Name: Angeleke Tsiribas-Sansalone
Title: Manager

STATE OF OHIO)

) ss:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12th day of April, 2023, by Angeleke Tsiribas-Sansalone, the Manager of Montrose at Central Investments, LLC, an Ohio limited liability company, on behalf of said limited liability company, and she acknowledged to me that he/she executed the same as her free and voluntary act for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public

My Commission Expires:



GAIL GLASSMEYER PHYSE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

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Exhibit "A"

Legal Description

TRACT A:

LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1 (C) OF THE ALTA FORM 13.0/13.1, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, SAID LAND LEASE AGREEMENT DATED MARCH 29, 2000, HAVING A COMMENCEMENT DATE OF [4-29-00] AND AN EXPIRATION DATE OF [4-29-2099] IF ALL EXTENSION OPTIONS ARE EXERCISED, ORIGINALLY BY AND BETWEEN BOND DRUG COMPANY OF ILLINOIS, AN ILLINOIS CORPORATION, AS TENANT, AND DIMITRIOS G. TSIRIBAS AND GEORGIA TSIRIBAS, AS LANDLORD, ("LEASE AGREEMENT"). THE LEASE AGREEMENT IS MEMORIALIZED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE RECORDED ON JUNE 7, 2000 AS DOCUMENT NUMBER 00416362, ASSIGNED AND ASSUMED BY THAT ASSIGNMENT AND ASSUMPTION OF LEASE DATED AUGUST 15, 2022 AND RECORDED SEPTEMBER 23, 2022 AS DOCUMENT NUMBER 2226622018 MADE BY AND BETWEEN BOND DRUG COMPANY OF ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS SUCCESSORS BY MERGER TO BOND DRUG COMPANY OF ILLINOIS, AN ILLINOIS CORPORATION, ASSIGNOR OF TENANT INTEREST, AND CP THUNDER LH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE OF TENANT INTEREST; AND ASSIGNED AND ASSUMED BY THAT ASSIGNMENT AND ASSUMPTION OF GROUND LEASE DATED [] AND RECORDED [] AS DOCUMENT NUMBER [2310957015] MADE BY AND BETWEEN CP THUNDER LH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNOR, MONTROSE AT CENTRAL INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY, ASSIGNEE, IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

* 222 00 22019

LOTS 56, 57 AND 58 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO IN LOTS 7 AND 8 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT B:

LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1 (C) OF THE ALTA FORM 13.0/13.1, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, SAID LAND LEASE AGREEMENT DATED MARCH 16, 2000, HAVING A COMMENCEMENT DATE OF SEPTEMBER 15, 2000 AND AN EXPIRATION DATE OF [9-15-2099] IF ALL EXTENSION OPTIONS ARE EXERCISED, ORIGINALLY BY AND BETWEEN BOND DRUG COMPANY OF ILLINOIS, AN ILLINOIS CORPORATION, AS TENANT, AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 2, 1946 AND KNOWN AS TRUST NUMBER 33416, AS LANDLORD, ("LEASE AGREEMENT"). THE LEASE AGREEMENT IS MEMORIALIZED BY THAT CERTAIN

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MEMORANDUM OF LEASE RECORDED ON JUNE 6, 2000 AS DOCUMENT NUMBER 00416361, ASSIGNED AND ASSUMED BY THAT ASSIGNMENT AND ASSUMPTION OF LEASE DATED AUGUST 15, 2022 AND RECORDED SEPTEMBER 23, 2022 AS DOCUMENT NUMBER 2226622018 MADE BY AND BETWEEN BOND DRUG COMPANY OF ILLINOIS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS SUCCESSORS BY MERGER TO BOND DRUG COMPANY OF ILLINOIS, AN ILLINOIS CORPORATION, ASSIGNOR OF TENANT INTEREST, AND CP THUNDER LH

LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE OF TENANT INTEREST; AND ASSIGNED AND ASSUMED BY THAT ASSIGNMENT AND ASSUMPTION OF GROUND LEASE DATED [] AND RECORDED [] AS DOCUMENT NUMBER 2310957015 MADE BY AND BETWEEN CP THUNDER LH LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNOR, AND MONTROSE AT CENTRAL INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY, ASSIGNEE, IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

LOTS 59 THROUGH 65 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO IN LOTS 7 AND 8 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT C:

PARCEL 1:

LOTS 56, 57 AND 58 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO IN LOTS 7 AND 8 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 59 THROUGH 65 IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO IN LOTS 7 AND 8 OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESS:

4343 N. CENTRAL AVENUE

CHICAGO, IL 60634

PERMANENT INDEX NUMBERS:

13-16-300-004-0000

13-16-300-005-0000

13-16-300-006-0000

13-16-300-007-0000

13-16-300-008-0000

13-16-300-009-0000

13-16-300-010-0000

13-16-300-037-0000

COOK COUNTY CLERK'S OFFICE
RECORDING DIVISION
11918 N. CLARK STREET
CHICAGO, IL 60642-2387