

Record and return to  
Madison Title Agency  
1125 Ocean Ave  
Lakewood, NJ 08701  
MIA 186 508A

**UNOFFICIAL COPY**

This Instrument Prepared By and Return to:  
Law Offices of Thomas K. Slattery, P.L.L.C.  
2101 L Street NW  
Suite 300  
Washington, DC 20037



Doc# 2315922053 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/08/2023 02:53 PM PG: 1 OF 11

**ASSIGNMENT OF LEASES AND RENTS**

This **ASSIGNMENT OF LEASES AND RENTS** (this "Assignment") dated June 1, 2023, is made by **IGNITE HANOVER PARK PROPERTY, LLC** ("Owner"), an Illinois limited liability company, and **IGNITE MEDICAL HANOVER PARK, LLC**, an Illinois limited liability company ("Operator" and together with Owner, individually and collectively as the context requires "Lessor"), each with an address of c/o Ignite Hanover Park Property, LLC, 1550 North Northwest Highway, Suite 430, Park Ridge, Illinois 60068, Attn: Corry Keilin, General Counsel, in favor of **LTC PROPERTIES, INC.**, a Maryland corporation, with an address of 2829 Townsgate Rd #350, Westlake Village, California 91361 (with its successors and assigns, "Lender").

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Lender, the receipt and sufficiency of which are hereby acknowledged, each Lessor does hereby (i) grant, transfer and immediately and absolutely assign to Lender all of the right, title and interest of Lessor in and to the rents and payments in lieu of rents, income and profits arising from the Premises (as hereinafter defined) and (ii) collaterally assign, grant and transfer to Lender all of Lessor's remaining interests as "landlord" or "lessor" in and to those certain lease agreements, residency agreements, occupancy agreements, tenant contracts, rental agreements and any other agreements for the leasing, rental, use or occupancy of space by tenants, residents or patients (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of either Lessor (or assigned to either Lessor), as "landlord" or "lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of the space in the improvements now or

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hereafter located on that certain tract or parcel of land (hereinafter referred to as the “**Premises**”) lying and being in Hanover Park, Cook County (such county the “**County**”), Illinois (such state the “**State**”), the Premises being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, if any, together with all proceeds from the sale or other disposition of the Leases or rents and profits therefrom and all of each Lessor’s claims and rights to the payment of damages arising from any rejection by a Tenant of any lease under the Bankruptcy Code, 11 U.S.C. §101 et seq, as the same may be amended.

This assignment of rents, income and profits arising from the Premises as hereinabove provided is intended by Lessor and Lender to create and shall be construed to create an absolute assignment to Lender, subject only to the terms and provisions hereof, and not as an assignment as security for the indebtedness and obligations herein below described. This assignment is effective immediately.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the “**Indebtedness**”):

(a) Any and all indebtedness and obligations evidenced by that certain Promissory Note of even date herewith, executed by Lessor and the other affiliated entities named therein, payable to the order of Lender at Lender’s address in the introduction hereto or at such other place as the holder may from time to time require, in the aggregate principal sum of up to Sixteen Million Five Hundred Thousand and NO/100 Dollars (\$16,500,000.00), with interest thereon at the rates therein specified, together with any and all renewals, modifications, consolidations, amendments and extensions of said note and the indebtedness evidenced by said note (hereinafter referred to as the “**Note**”) and made pursuant to a Loan Agreement of even date herewith, by and among the Lessor and the Lender (the “**Loan Agreement**”);

(b) Any and all indebtedness and obligations evidenced and secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith (as the same may be modified, amended or restated from time to time, the “**Mortgage**”), among Lessor and Lender, to be recorded in the County, together with all modifications and amendments thereto, as well as any and all advances made by Lender to protect or preserve the lien thereof on the real property encumbered thereby, or for taxes or insurance premiums as provided therein; and

(c) Any and all indebtedness and obligations of either Lessor contained herein or in any other document or instrument (other than the Note, the Loan Agreement and the Mortgage) evidencing, securing or relating to the indebtedness secured thereby (the Note; the Loan Agreement, the Mortgage and such other instruments and documents, as the same may be modified, amended or restated from time to time, being hereinafter collectively referred to as the “**Loan Documents**”).

Each Lessor and Lender agree that (i) an extension or extensions may be made at the time of payment of all or any part of the Indebtedness; (ii) the terms of this Assignment and of any of the Loan Documents may be modified; (iii) additional security may be given by either Lessor; and (iv) any of the Leases may be released herefrom, all without altering or affecting the security interest created by this Assignment and without altering or releasing the obligations of each

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Lessor under any of the Loan Documents.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be canceled and surrendered as hereinafter provided.

Each Lessor and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Mortgage or the other Loan Documents:

## ARTICLE I.

1.1 **Warranties of Lessor.** Each Lessor hereby warrants unto Lender that, with respect to its interest in the Leases:

- (a) Lessor is the absolute owner of the entire Lessor's interest in the Leases;
- (b) Except for Permitted Encumbrances, as defined in the Loan Agreement, Lessor has made no assignment of any of the rights of Lessor under any of the Leases, other than this Assignment and the assignment to Subordinate Lender, as defined in the Loan Agreement;
- (c) Lessor has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, exercising its remedies under any of the provisions of this Assignment;
- (d) Lessor has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;
- (e) There is no default by any Tenant under the terms of any of the Leases;
- (f) Lessor is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Lessor under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment; and
- (g) No action has been brought or, so far as is known to Lessor, is threatened, which in any way would interfere with the right of Lessor to execute this Assignment and perform all of Lessor's obligations contained in this Assignment and in the Leases.

1.2 **Covenants of Lessor.** Each Lessor hereby covenants with Lender that, with respect to its interest in Leases:

- (a) Lessor will (i) fulfill, perform and observe each and every material condition and covenant of Lessor contained in any of the Leases in accordance with the provisions thereof; (ii) at no cost or expense to Lender, enforce the performance and observance of each and every material covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (iii) appear in and defend or settle any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Lessor as the "landlord" or "lessor" thereunder or of the Tenant or any guarantor thereunder;

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(b) Except as permitted pursuant to the terms of the Loan Agreement, Lessor shall not, without the prior written consent of Lender, (i) enter into any Lease; (ii) modify or amend any of the Leases in any material respect without the prior written consent of Lender; (iii) terminate or accept the surrender of any of the Leases unless the Tenant thereunder shall have defaulted; (iv) waive or release any Tenant from the performance or observance of any material obligation or condition of its Lease; further encumber the Lease or the collateral pledged for the Loan, or (vi) permit to be made any prepayment of any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits). Notwithstanding the above, Lender agrees that Lessor will have the right to otherwise deal with Tenants in the ordinary course of business including, but not limited to, that Operator may enter into Leases with patients or residents who occupy or will occupy a licensed bed in the Facility, as such term is defined in the Mortgage, despite the prohibition in this Section 1.2(b), and may enter into leases or other occupancy arrangements for the use or occupancy of space within the Facility from which services are provided to the patients or residents of the Facility, subject to the covenants set forth herein;

(c) Lessor shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises.

(d) Lessor shall furnish to Lender, within ten (10) days after a request by Lender to do so, a sworn statement setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Lessor's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements.

(e) Lessor shall take no action which shall cause or permit the estate of any Tenant under any of the Leases to merge with the interest of Lessor in the Premises or any portion thereof;

(f) Acceptance of this Assignment shall not be construed as a consent by Lender to any of the Leases and, subject to the terms of this paragraph, Lender shall not be obligated to perform or discharge any obligation of Lessor under any of the Leases, and Lessor agrees to, and does hereby indemnify and hold Lender harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, attorney's fees and expenses actually incurred) which Lender may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment or any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Lender which occurs subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises or during any period that a receiver has been appointed at the request of Lender;

(g) Lessor shall authorize and direct, and does hereby authorize and direct each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Lender upon receipt of written demand from Lender to so pay the same (which demand

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shall not be made until after an Event of Default, as hereinafter defined, and during the continuance thereof);

(h) Upon request of Lender, Lessor shall deliver Lender certified copies of all Leases then in effect;

(i) Upon request of Lender following and during the continuance of an Event of Default, Lessor immediately shall deliver to Lender all security deposits and other deposits (whether refundable or non-refundable) paid by Tenants under the Leases; and Lender shall hold such deposits in a custodial account controlled by Lender, subject to the terms and conditions of the Leases; and

(j) each Lessor acknowledges that Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Lender assumes no responsibility or liability for any security so deposited.

1.3 **Covenants of Lender.** By acceptance of delivery of this Assignment, Lender covenants with each Lessor that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default on the part of a Lessor, Lessor shall have the revocable license and right to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy such rents, issues and profits from the Premises for Lessor's own account, such right and license to expire automatically and without further notice upon the occurrence of an Event of Default; and

(b) Upon the filing by Lender in the official records of the County of a full satisfaction or release of the Mortgage without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall likewise be canceled without the necessity of any further act by Lender.

## **ARTICLE II.**

2.1 **Event of Default.** The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any default or Event of Default under the provisions of any of the Loan Documents, subject to any applicable grace and cure periods thereunder;

(b) Failure by either Lessor to duly observe any covenant, material condition or agreement of this Assignment and such failure is not cured within ten (10) days' notice by Lender or

(c) The breach of any warranty by either Lessor contained in this Assignment, or if any representation or certification made or agreed to be made herein shall prove to be false or misleading in any material respect.

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2.2 **Remedies.** Upon the occurrence and continuance of any Event of Default, in addition to any and all other rights and remedies available to Lender under any of the Loan Documents, and not in substitution for or derogation thereof, Lender shall become immediately entitled to all rents, income and profits arising from the Premises and may, without notice to or demand on either Lessor other than as may be otherwise provided herein, (i) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State, all without becoming a mortgagee-in-possession; (ii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iii) proceed to perform any and all obligations of Lessor under any of the Leases and exercise any and all rights of Lessor therein contained as fully as either Lessor itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iv) make, enforce, modify and accept the surrender of any of the Leases; (v) evict the Tenant under any of the Leases or obtain tenants for other space within the Premises; (vi) fix or modify rent; (vii) do all of the acts which Lender may deem necessary, desirable or proper to protect the security created by this Assignment; and (viii) give notice to Tenants that an Event of Default has occurred and instruct Tenants to pay all rents, issues, income, profits and proceeds directly to Lender to be applied to the extent actually received in accordance with the terms of the Loan Documents (in which event Lessor agrees such giving of notice, receipt of rents, issues, income, profits and proceeds and application thereof shall be in accordance with the terms of the Loan Documents). Each Lessor hereby acknowledges and agrees that the intent of this Assignment is to empower Lender to undertake any, all or any combination of the actions hereinabove set forth in this Paragraph 2.2 without notice to such Lessor except as specifically provided herein or, as to such Lessor, in the Loan Documents. If an Event of Default shall have occurred and be continuing, each Lessor does hereby specifically authorize Lender, in the name of each Lessor or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Lender may deem necessary or desirable, (y) the cost of alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Lender in its sole discretion may determine. Entry upon and taking possession of the Premises and the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any default or Event of Default, or prohibit the taking of any action by Lender under this Assignment, the Note, the Loan Agreement, the Mortgage, or any other Loan Documents or at law or in equity to enforce payment of the Indebtedness secured hereby or to realize on any other security. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

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## ARTICLE III.

3.1 **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon each Lessor and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to “Lessor” or “Lender,” such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of each Lessor or Lender.

3.2 **Terminology.** All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.3 **Severability.** If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.4 **Applicable Law.** This Assignment shall be interpreted, construed and enforced according to the laws of the State. If, for any reason or to any extent any word, term, provision, or clause of this Assignment or any of the other Loan Documents, or its application to any person or situation, shall be found by a court or other adjudicating authority to be invalid or unenforceable, the remaining words, terms, provisions or clauses shall be enforced, and the affected word, term, clause or provision shall be applied, to the fullest extent permitted by law.

3.5 **Waiver of Jury Trial.** EACH LESSOR HERETO HEREBY WAIVES ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

3.6 **No Third-Party Beneficiaries.** This Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.7 **No Oral Modifications.** Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

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3.8 **Cumulative Remedies.** The remedies herein provided shall be in addition and not in substitution for the rights and remedies vested in Lender in or by any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.

3.9 **Further Assurance.** At any time and from time to time, upon request by Lender, each Lessor will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other instruments as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of such Lessor under this Assignment or (b) the interest created by this Assignment as a first and paramount interest in and to the Leases and the rents, issues and profits from the Premises.

3.10 **Notices.** All notices and other communications provided for hereunder shall be in writing and be given and deemed received in accordance with the provisions of the Loan Agreement.

3.11 **No Obligations Imposed Upon Lender.** Subject to Paragraph 1.2(f) hereof, nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Lender with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant, or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant, or other party shall have been thereby terminated. Unless and until Lender actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Lessor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of such Lessor prior to such actual entry and taking possession by Lender or by a receiver on behalf of Lender. In the event of any such entry into and taking possession of the Premises by Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

3.12 **Inconsistencies.** To the extent the terms of the Loan Agreement and the terms of this Assignment are inconsistent, the terms of the Loan Agreement shall control.

3.13 **Lender Assignment.** Lender may assign this Assignment to any successor to Lender's interest in the Loan Documents or as collateral for a loan to Lender.

SIGNATURES FOLLOW






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IN WITNESS WHEREOF, each Lessor has executed and delivered this Assignment as a sealed instrument under Illinois law by its duly authorized representatives as of the date and year first above written.

**IGNITE MEDICAL HANOVER PARK, LLC,**  
an Illinois limited liability company

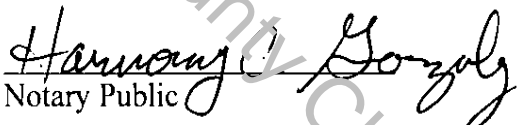
By:   
Name: Timothy Fields  
Title: Manager

STATE OF ILL )  
COUNTY OF COOK )

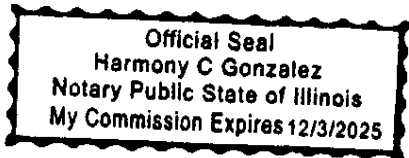
) SS:  
)

On this 25 day of May, 2023, before me, a Notary Public, the undersigned officer, personally appeared Timothy Fields, who acknowledged himself to be the Manager of Ignite Medical Hanover Park, LLC, an Illinois limited liability company, and that he as such manager, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the company by himself as such manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

  
Notary Public

My commission Expires:  
[SEAL]



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## EXHIBIT A

### Legal Description

Lots 2 and 3 in Virons Subdivision, Hanover Park, Illinois, being a subdivision of the south half of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded June 15, 2009, as Document Number 0916610047, in Cook County, Illinois.

NOTE: Being Parcel No. 06-36-407-021-0000 and 06-36-309-033, of the City of Hanover Park, County of Cook.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387