



Doc# 1712541009 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 05/05/2017 09:51 AM PG: 1 OF 12

**PREPARED BY AND
WHEN RECORDED RETURN TO:**

GINSBERG JACOBS LLC
300 SOUTH WACKER DRIVE, SUITE 2750
CHICAGO, Illinois 60606
ATTN: DAVID A. LAPINS

PIN: 14-31-414-015-0000

Common Address:

1835 N. Paulina Street
Chicago, Illinois 60622

ASSIGNMENT OF LEASES AND RENTS

8783697

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of May 3, 2017 by and from **URBAN NEIGHBORHOOD WINDY CITY MB FACILITY, LLC**, a Delaware limited liability company ("Borrower"), to and for the benefit of **MB FINANCIAL BANK, N.A.**, a national banking association, together with its successors and assigns ("Administrative Agent") in its capacity as Administrative Agent for the Lenders (as defined below) under the Loan Agreement (as defined below).

RECITALS:

A. Borrower is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property").

B. Pursuant to that certain Revolving Credit Agreement dated as of April 21, 2017, by and among Administrative Agent, Borrower, Urban Neighborhood Los Angeles MB Facility, LLC, a Delaware limited liability company ("B2") and certain other financial institutions (the "Lenders"), the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto, substitutions or replacements therefor and joinders of Additional Borrowers (as defined therein) is referred to herein as the "Loan Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement), the Lenders have agreed to make available a revolving line of credit facility to Borrower and B2 in the maximum principal amount of \$45,000,000.00 (the "Loan"). The Loan is evidenced by those certain Notes dated of even date with the Loan Agreement in the aggregate maximum principal amount of \$45,000,000.00 made by Borrower and B2 to the order of each Lender (collectively, the "Note").

C. The Loan is secured by: (i) that certain Revolving Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith on the Property ("Mortgage"), and (ii) certain other documents evidencing or securing the Loan (together with the Note, the Loan Agreement, the Mortgage, the "Loan Documents").

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D. The obligations of Borrower under the Note, the Loan Agreement, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

E. In accordance with Section 12.2.5 of the Loan Agreement, Borrower must execute and deliver this Assignment as a condition precedent to the Lenders advancing a Revolving Loan to finance or refinance its acquisition of the Property.

AGREEMENT:

NOW, THEREFORE, as an inducement for the Lenders to make the Loan, Borrower hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"Event of Default" means an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"Lessees" means the lessees under the Leases or any subtenants or occupants of the Property.

"Permitted Lease" means any residential lease that (a) is written on the standard form lease for the Property, which has been approved by Administrative Agent, with no deviations except as approved by Administrative Agent; (b) is entered into in the ordinary course of business with a bona fide unrelated third party tenant, and Borrower, acting in good faith and exercising due diligence, has determined, in its reasonable judgment, that the tenant is financially capable of performing its obligations under the lease; (c) reflects an arms-length transaction at then current market rate for comparable space; and (d) is expressly subordinate to the Mortgage.

"Rents" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Administrative Agent for the benefit of the Lenders all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, forfeited security deposits and other amounts paid or payable to or deposited with Borrower under any of the Leases and all other rights and interests of Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from

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Borrower to Administrative Agent for the benefit of the Lenders, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("License"), but not in advance of thirty (30) days, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable current expenses of owning, maintaining, repairing, operating and renting the Property, second to payment of the Obligations, and so long as no Event of Default then exists, third, for whatever purpose Borrower may determine.

4. **Representations and Warranties.** Borrower hereby represents and warrants to Administrative Agent for the benefit of the Lenders that: (a) Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrower's knowledge, the Leases are valid, enforceable and in full force and effect and have not been terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder, except as disclosed to Administrative Agent; (e) to Borrower's knowledge, no Lessee has any defense, set-off or counterclaim against Borrower; (f) except as disclosed in writing to Administrative Agent, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance, except for security or similar deposits; and (h) to Borrower's knowledge, except as otherwise disclosed to Administrative Agent in writing, all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Borrower.**

5.1 **New Leases and Lease Terminations and Modifications.** Borrower shall not enter into any Lease (except for Permitted Leases), amend or modify any Lease (unless, after giving effect to such amendments and modifications, the Lease remains a Permitted Lease) or cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), or make any subsequent assignment or pledge of any Lease, or consent to the subordination of the interest of any Lessee to any other secured creditor in any Lease, without the prior written consent of Administrative Agent, which shall not be unreasonably withheld. Any attempt to do any of the foregoing without the prior written consent of Administrative Agent (if such consent is required) shall be null and void.

5.2 **Performance under Leases.** The Borrower shall observe and perform in all material respects all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Borrower shall not do or

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knowingly suffer to be done anything to impair the security thereof. The Borrower shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof except in the ordinary course of its business, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals except in the ordinary course of its business, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases with respect to all or any portion of the Property.

5.3 Collection of Rents. The Borrower shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits.

5.4 Further Assignment. The Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents.

5.5 Lease Guaranty. Except in the ordinary course of business, Borrower shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law.

5.6 Waive Rental Payments. Except in the ordinary course of business, Borrower shall not waive or excuse the obligation to pay rent under any Lease.

5.7 Defending Actions. The Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all reasonable costs and expenses of the Administrative Agent, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Administrative Agent may appear.

5.8 Enforcement. The Borrower shall use commercially reasonable efforts to enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder.

5.9 Reserved.

5.10 Subordination. The Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.

5.11 Reserved.

5.12 Rent Rolls. Not later than forty-five (45) days after the end of each calendar quarter, the Borrower shall deliver to Administrative Agent a certified rent roll for the Property as of the last day of such quarter in a form reasonably satisfactory to the Administrative Agent.

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6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Administrative Agent for the benefit of the Lenders, and if an Event of Default has occurred, shall be applied, at the election of Administrative Agent, to the Obligations in whatever order Administrative Agent shall choose in its discretion or shall be held in trust by Administrative Agent as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrower may use and apply such termination payments to expenses of the Property.

7. **Administrative Agent's Rights Upon Lessee Bankruptcy.** Upon the occurrence and continuance of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Administrative Agent shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Administrative Agent in writing, Administrative Agent's exercise of any of the rights provided herein shall preclude Borrower from the pursuit and benefit thereof without any further action or proceeding of any nature. Administrative Agent, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Borrower.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Administrative Agent shall otherwise notify Borrower in writing that such License is not being terminated by Administrative Agent. Administrative Agent shall thereupon be authorized at its option and to the extent permitted by applicable law, to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof and to the extent permitted by applicable law, Administrative Agent shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Administrative Agent, promptly upon any Event of Default: all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder and not previously returned to the Lessee or applied pursuant to the Lease. Administrative Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Administrative Agent shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 **Notice to Lessee.** Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Administrative Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to Administrative Agent. Borrower agrees that each Lessee shall have

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the right to rely upon any notice from Administrative Agent directing such Lessee to pay all Rents to Administrative Agent, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Administrative Agent.

8.3 Assignment of Defaulting Borrower's Interest in Lease. Administrative Agent shall have the right to assign Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing.

8.4 No Waiver. Administrative Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Administrative Agent's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Administrative Agent has under the Note, the Mortgage and any of the other Loan Documents. Administrative Agent's rights and remedies hereunder may be exercised as often as Administrative Agent deems expedient.

8.5 Costs and Expenses. All reasonable costs and expenses (including any receiver's fees) and fees incurred by Administrative Agent pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Administrative Agent on demand, shall be secured hereby and, if not paid by Borrower, shall bear interest from the date due at the Default Rate (as defined in the Note). Administrative Agent shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Administrative Agent.

9. Indemnification of Administrative Agent and the Lenders. Borrower hereby agrees to indemnify, defend, protect and hold Administrative Agent and each Lender ("Lender Parties") harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender Parties incur under the Leases or by reason of this Assignment, except if due to any Lender Parties' gross negligence or willful misconduct. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender Parties under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender Parties to the performance of any Lease provisions, or to otherwise impose any liability upon Lender Parties, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender Parties for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender Parties have entered and taken possession or control of the Property. Any loss or liability incurred by Lender Parties by reason of actual entry and taking possession or control under any Lease or this Assignment or in the defense of any claims shall, at Administrative Agent's request, be immediately reimbursed by Borrower, except if due to Lender Parties' gross negligence or willful misconduct. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Administrative Agent may, to the extent permitted under applicable law, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability.

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The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Administrative Agent may take security in addition to the security already given Administrative Agent or any Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Borrower hereby appoints Administrative Agent as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Administrative Agent at any time after the occurrence of an Event of Default, and in the name of Borrower or Administrative Agent, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Administrative Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Administrative Agent of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession or control of the Property by Administrative Agent, be deemed or construed to: (a) constitute Administrative Agent or any Lender as a mortgagee in possession nor place any responsibility upon Administrative Agent or any Lender for the care, control, management or repair of the Property, nor shall it operate to make Administrative Agent or any Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Administrative Agent to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Administrative Agent to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Administrative Agent to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Lessees and not assigned and delivered to Administrative Agent. Administrative Agent or any Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property, except if caused by Administrative Agent's or the Lenders' gross negligence or willful misconduct.

13. **Termination of Assignment.** Administrative Agent shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

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14. Miscellaneous.

14.1 Severability. If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 Notices. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Administrative Agent's prior written consent.

14.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

14.7 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 Exculpation. This Assignment is subject to the terms of Section 15.18 of the Loan Agreement.

15. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER,

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ADMINISTRATIVE AGENT AND EACH LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDERS TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF ADMINISTRATIVE AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY ADMINISTRATIVE AGENT IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND OR JUDGMENT MAY BE ENTERED BY ADMINISTRATIVE AGENT AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ADMINISTRATIVE AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ADMINISTRATIVE AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[Signature Page Follows]

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed as of the day and year first above written.

BORROWER:

**URBAN NEIGHBORHOOD WINDY CITY
MB FACILITY, LLC**, a Delaware limited
liability company

By: 

Name: Jeff Elowe

Title: Authorized Signatory

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Elowe, the Authorized Signatory of **URBAN NEIGHBORHOOD WINDY CITY MB FACILITY, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

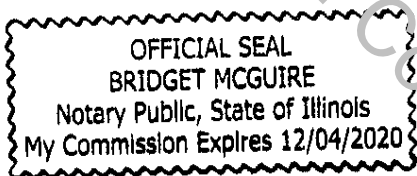
GIVEN under my hand and notarial seal this 19 day of April, 2017

umami

Notary Public

My Commission Expires:

12/4/20



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 27 IN BLOCK 23 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN; 14-31-414-015-0000

COMMONLY KNOWN AS: 1835 NORTH PAULINA STREET, CHICAGO, IL 60622

Property of Cook County Clerk's Office