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Doc# 1801204011 Fee \$60.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/12/2018 10:36 AM PG: 1 OF 12

PREPARED BY AND AFTER RECORDING RETURN TO:

Frost Brown Todd LLC
400 West Market Street
Suite 3200
Louisville, Kentucky 40202
Attention: Barry A. Hines, Esq.
Loan No. 00013900

Kouros 1/6/17

1702.0014

(For Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 21 day of December, 2017, by and among EXCHANGERIGHT NET LEASED PORTFOLIO 19, LLC, an Iowa limited liability company, having a place of business at 200 South Los Robles Avenue, Suite 210, Pasadena, California 91101 ("Assignor"), EXCHANGERIGHT NET LEASED PORTFOLIO 19 DST, a Delaware statutory trust, having a place of business at 200 South Los Robles Avenue, Suite 210, Pasadena, California 91101 ("Assignee"), DAVID FISHER, with a residence at 3316 South West 20th Street, Ankeny, Iowa 50013, JOSHUA UNGERECHE, with a residence at 92 N. Craig Avenue #6, Pasadena, California 91107 and WARREN THOMAS, with a residence at 1703 Outpost Lane, Pasadena, California 91107 (whether one or more, together with their respective permitted successors and assigns, collectively referred to as "Guarantor") and BARCLAYS BANK PLC, a public company registered in England and Wales, having an address at 745 Seventh Avenue, New York, New York 10019 (together with its successors, assigns and transferees, "Lender").

WITNESSETH:

WHEREAS, the Assignor has or is about to convey to Assignee that certain real property located in Cook County, Illinois and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, on December 21, 2017, Assignor entered into a loan with Lender, pursuant to which Assignor borrowed the sum of THIRTY-FIVE MILLION EIGHT HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$35,840,000.00) from Lender (the "Loan"); and

Box 400

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WHEREAS, the Loan is evidenced and/or secured by the documents described on Exhibit B attached hereto, including, without limitation, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument"), dated as of the date hereof to be recorded, that certain Assignment of Leases and Rents and Security Agreement (the "Assignment of Leases and Rents"), dated as of the date hereof to be recorded, and that certain Subordination, Non-Disturbance and Attornment Agreement, dated as of the date hereof to be recorded, as referenced on Exhibit B, which have been executed and delivered by Assignor (together with any and all other agreements, documents, instruments evidencing, securing or in any manner relating to the Loan, as all of the same may be amended, restated, supplemented or otherwise modified from time to time, shall hereinafter be collectively referred to as the "Loan Documents"). The Loan is secured in part by the Property; and

WHEREAS, Assignee desires to purchase the Property from Assignor and to assume Assignor's obligations under the Loan Documents as provided herein; and

WHEREAS, Assignor has requested that Lender consent to the transfer of the Property to Assignee and to the assumption of all of Assignor's obligations and liabilities under the Loan Documents by Assignee; and

WHEREAS, Lender is willing to consent to such transfer, assignment and assumption upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. ASSUMPTION BY ASSIGNEE. As of the Effective Date (as hereinafter defined), Assignee assumes each and every obligation of Assignor under the Loan Documents, and Assignee agrees to be bound by the terms and conditions of the Loan Documents, to perform all obligations of Assignor under the Loan Documents, and to pay to Lender the sums due and to become due under the Loan Documents, as fully as if Assignee had executed the Loan Documents on the date thereof. In furtherance of the foregoing, Assignee grants to Lender each and every lien, encumbrance, right and security interest granted by Assignor to Lender in the Loan Documents, the terms of which are incorporated herein by reference, and by its execution of this Agreement, Assignee hereby ratifies, affirms and restates all of the terms and conditions of the Loan Documents, including, without limitation, the representations and warranties set forth in Article 4 of the Loan Agreement described on Exhibit B attached hereto, as fully as if Assignee had executed the Loan Documents on the date thereof.

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Lender as of the date of this Agreement that:

(a) The Security Instrument is a valid first lien on the Property for the full unpaid principal amount of the Loan and all other amounts as stated in the Loan Documents.

(b) There are no defenses, offsets or counterclaims to the Note, the Security Instrument or the other Loan Documents.

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(c) There are no defaults by Assignor under the provisions of the Note, the Security Instrument or the other Loan Documents, nor are there any conditions which with the giving of notice or the passage of time or both may constitute a default by Assignor under the provisions of the Note, the Security Instrument or the other Loan Documents.

(d) All provisions of the Note, the Security Instrument and the other Loan Documents are in full force and effect.

(e) There are no subordinate liens of any kind covering or relating to the Property, nor are there any mechanics liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received.

Assignor understands and intends that Lender will rely on the representations and warranties contained herein.

3. ASSIGNEE REPRESENTATIONS. Assignee represents and warrants as of the Effective Date that it is legally authorized to enter into this Agreement, and confirms that it has received a copy of the Loan Documents and such other documents and information as Assignee has deemed appropriate to make its own credit analysis and decision to enter into this Agreement. Assignee represents and warrants to Lender as of the date of this Agreement that Assignee has no knowledge that any of the representations and warranties made by Assignor in Paragraph 2 above are not true and correct, and Assignee agrees to be bound and estopped by such representations and warranties.

4. CONSENT TO TRANSFER. Lender hereby consents to the transfer of the Property by Assignor to Assignee, subject to the terms and conditions of this Agreement. The foregoing consent by Lender shall not be deemed to constitute any waiver of Lender's rights pursuant to the terms of the Loan Documents to grant or withhold its consent to any subsequent transfer of the Property. Assignor and Assignee acknowledge that Lender's consent as described herein is conditioned upon the execution and delivery by Guarantors of a Guaranty Agreement and Environmental Indemnity (as each is defined in the Loan Agreement) (the "Guarantor Documents") expressly consenting to the terms and to the execution and delivery of this Agreement by Assignor and Assignee and acknowledging that the liability of Guarantor under the Guarantor Documents shall not be diminished in any way by the execution and delivery of this Agreement or the consummation of any of the transactions contemplated herein.

5. FURTHER UNDERTAKINGS. Assignor and Assignee will, from time to time at their own cost and expense, at the reasonable request of Lender, execute and deliver, or cause to be executed and delivered, such other instruments, notices, documents and agreements and do all such further acts as Lender reasonably may require for the effective confirmation and consummation of the assumption by Assignee of the Loan Documents.

6. EFFECTIVE DATE. This Agreement is and shall be effective as of the date ("Effective Date") of the transfer of the Property from Assignor to Assignee.

7. MISCELLANEOUS. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the lien, charge, or encumbrance of the

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Security Instrument or the validity or enforceability of the other Loan Documents, or the priority thereof over other liens, charges, encumbrances, and conveyances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents. This Agreement shall be binding upon and shall inure to the benefit of, the representatives, successors and assigns of the parties hereto. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be an original, but all such counterparts shall constitute but one and the same instrument. The terms "Borrower", "Grantor", "Assignor", "Maker", "mortgagor", "grantor" and similar terms as used in the Loan Documents shall mean, from and after the Effective Date, Assignee, and the Loan Documents are hereby modified accordingly. The terms "Loan Documents", "Security Instrument", "Note" and "Assignment" as used herein and as used in such instruments shall be deemed to include this instrument and all modifications of such instruments, and the Loan Documents are hereby modified accordingly. A default by Assignee under this Agreement shall be deemed a default under the Loan Documents, and the Loan Documents are hereby modified accordingly.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

9. AMENDMENTS AND WAIVER. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto and bearing the written consent of the Lender. No waiver of any of the provisions of this Agreement by the Lender shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

10. RATIFICATION AND REAFFIRMATION BY GUARANTOR. Guarantor is joining in this Agreement for the purposes of confirming and ratifying this Agreement. Guarantor also ratifies and reaffirms its obligations in all respects under the Guaranty Agreement and the Environmental Indemnity Agreement referenced on Exhibit B attached hereto on and as of the date of this Agreement as if such documents were re-executed on the date hereof and acknowledges that the terms and conditions of the Guaranty Agreement and the Environmental Indemnity Agreement remain unchanged.

[NO FURTHER TEXT ON THIS PAGE]

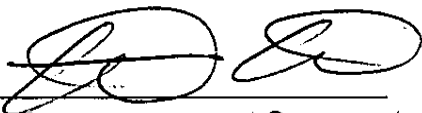
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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.


WITNESSES:

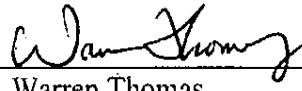
ASSIGNOR:

EXCHANGERIGHT NET LEASED PORTFOLIO 19, LLC, an Iowa limited liability company


Printed Name: Cory V. Conner

By: EXCHANGERIGHT REAL ESTATE, LLC,
a California limited liability company,
its Sole Member


Printed Name: Kathleen J. In

By: 
Name: Warren Thomas
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

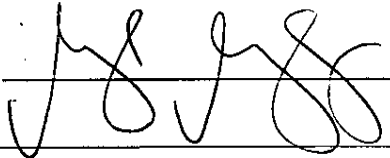
COUNTY OF Los Angeles

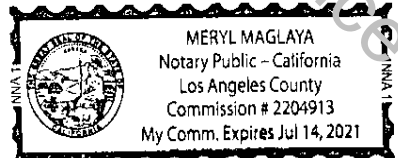
On December 14, 2017

before me, Meryl Maglaya, a Notary Public personally appeared Warren Thomas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(This area for official notarial seal)

UNOFFICIAL COPY

WITNESSES:

ASSIGNEE:

**EXCHANGERIGHT NET LEASED PORTFOLIO
19 DST**, a Delaware statutory trust

[Signature]

By: EXCHANGERIGHT ASSET MANAGEMENT,
LLC, a California limited liability company, its
Manager

Printed Name: Carol Y. [Signature]

By: EXCHANGERIGHT REAL ESTATE, LLC,
a California limited liability company,
its Sole Member

[Signature]

Printed Name: Kathleen [Signature]

By: [Signature]
Name: Warren Thomas
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

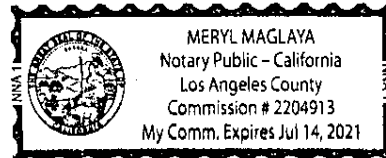
On December 14, 2017

before me, Meryl Maglaya, a Notary Public personally appeared Warren Thomas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity~~(ies)~~, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

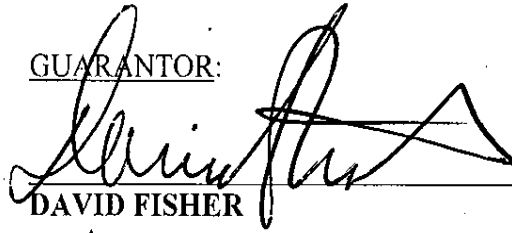


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[Signatures continue on the next page]

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GUARANTOR:


DAVID FISHER

WITNESSES:



Printed Name: Antonete Baca



Printed Name: Kathleen Jn

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On December 12, 2017

before me, Jennifer Chase, a Notary Public personally appeared David Fisher who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Chase



(This area for official notarial seal)

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GUARANTOR:

John Uf

JOSHUA UNGERECHT

WITNESSES:

Marisa Dimov

Printed Name: Marisa Dimov

Jennifer Chae

Printed Name: Jennifer Chae

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

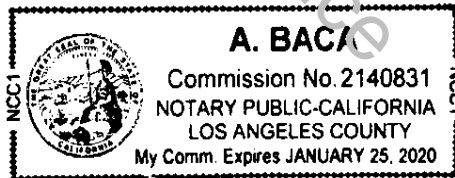
On December 19, 2017

before me, A. Baca, a Notary Public personally appeared Joshua Ungerecht who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Baca



(This area for official notarial seal)

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GUARANTOR:

Warren Thomas

WARREN THOMAS

WITNESSES:

[Signature]

Printed Name:

Carol A. Bulfinch

Kathleen J. [Signature]

Printed Name:

Kathleen J. [Signature]

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On December 14, 2017

before me, Meryl Maglaya, a Notary Public personally appeared Warren Thomas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]




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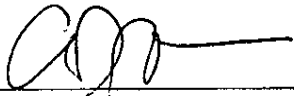
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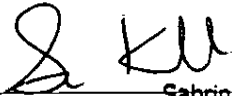
WITNESSES:

LENDER:


Printed Name: Justin Uzotega

BARCLAYS BANK PLC, a public company
registered in England and Wales

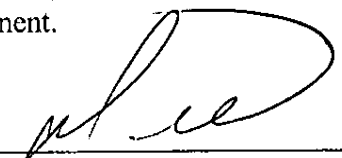

Printed Name: Andrew DiIetro

By: 
Name: Sabrina Khabie
Title: Authorized Signatory

Printed Name: Andrew DiIetro

STATE OF NY)
COUNTY OF NY) SS.

On the 11 day of December in the year 2017 before me, the undersigned, personally appeared Sabrina Khabie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


(Signature and office of individual taking acknowledgement.)

MERCEDES OTERO
NOTARY PUBLIC-STATE OF NEW YORK
No. 010T6348948
Qualified In New York County
My Commission Expires 10-11-2020



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ExchangeRight 19 – FMC – Chicago, IL
Chicago, Cook County, Illinois
Page 1 of 1

Exhibit A
Legal Description

Lots 39 to 45 in Block 2 in S. E. Gross Subdivision of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Street Address: 4608, 4612, 4614, 4618, 4620 & 4622 South Bishop Street,
Chicago, Illinois 60609

Permanent Index No.: 20-05-309-024-0000
20-05-309-025-0000
20-05-309-026-0000
20-05-309-027-0000
20-05-309-028-0000
20-05-309-029-0000

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EXHIBIT B

The Loan Documents

1. Loan Agreement by and between Assignor and Lender
2. Promissory Note made by Assignor
3. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed and delivered by Assignor in favor of Lender
4. Assignment of Leases and Rents, executed and delivered by Assignor in favor of Lender
5. Guaranty Agreement made by David Fisher, Joshua Ungerecht, and Warren Thomas to Lender
6. Environmental Indemnity Agreement made by Assignor, David Fisher, Joshua Ungerecht, and Warren Thomas to Lender
7. Deposit Account Control Agreement by and among Assignor, Lender, and Wells Fargo Bank, N.A.
8. Cash Management Agreement by and among Assignor, ExchangeRight Asset Management, LLC ("Manager"), Wells Fargo Bank, N.A., and Lender
9. Assignment and Subordination of Management Agreement and Consent of Manager by Assignor, the borrower under the Loan, Lender, and Manager
10. UCC-1 Financing Statement for Master Lessee filed with the Delaware Secretary of State's Office
11. UCC-1 Financing Statement for Assignee filed with the Delaware Secretary of State's Office
12. Title Escrow Instruction Agreement by and between Assignor and Chicago Title Insurance Company
13. Subordination, Non-Disturbance and Attornment Agreement by and among Fresenius Medical Care of Illinois, LLC, as tenant, Assignor, as landlord, and Lender dated as of the date hereof
14. Tenant/Landlord Subordination and Assignment Agreement by Master Lessee and Assignee