This instrument prepared by and after recording should be returned to:

RFLF 2, LLC 222 West Adams, STE 1980 Chicago, IL 60606 Attention: Kevin Werner

PIN: 21-30-309-009-0000 and 20-22-407-031-1015

Common Address: 7041-43 S. Essex Avenue Cincago, IL 60649 1464 E. 69th Place Unit 3S Chicago, IL 60637 Karen A.Yarbrough
Cook County Recorder of Deeds

Doc#. 1812449056 Fee: \$56.00

Date: 05/04/2018 09:23 AM Pg: 1 of 5

### ASSIGNMENT OF MORTCAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment"), effective as of May 1, 2018, from RFLF 2, LLC, a Delaware Limited Liability Company, whose address is 222 W. Adams Street, Suite 1980, Chicago, Illinois 60606 (the "Assignor"), to RFLF 5, LLC, a Delaware Limited Liability Company, whose address is 222 W. Adams Street, Suite 1980, Chicago, Illinois 60606 (the "Assignee").

#### **RECITALS**

WHEREAS, O&V ENTERPRISE LLC / 1464, an Illinois Limited Lincility Company, ROY T. HOLLIS, an individual, and ROY D. HOLLIS, an individual (the "Debici"), executed that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage"), dated as of September 21, 2017, and recorded in Cook County, Illinois, on October 24, 2017 as Document Number 1729712054 in connection with a loan from Assignor to Debtor, to secure payment of an aggregate amount of \$295,800.00 according to the terms and provisions of that certain Acquisition and Construction Note dated September 21, 2017, in the original principal amount of \$295,800.00 (as amended, supplemented, extended, restated, replaced or otherwise modified from time to time, collectively, the "Note").

WHEREAS, Assignor and Assignee agreed to vest in Assignee good title to certain loans made or held by Assignor by having Assignor execute and deliver to Assignee in connection with each such loan, an Allonge to Promissory Note and an Assignment of Mortgage and Loan

Documents.

WHEREAS, the Note is being endorsed by Assignor to Assignee pursuant to that certain Allonge to Promissory Note dated as of the date hereof, from Assignor.

WHEREAS, Assignor desires to assign to Assignee the Mortgage and all other documents executed by Debtor in connection with the Note (the Mortgage together with all other documents executed by Debtor in connection with the Note, the "Assigned Assets") pursuant to the terms of this Assignment.

NOW THEREFORE, for value received, the sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee the Assigned Assets, together with all sums now owing or that may be reafter become due or owing in respect thereof, and the full benefit of all powers, covenants and provisos therein contained. The Mortgage encumbers that certain property situated in the County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the Mortgage and the property therein and hereinafter described, unto Assignee for ver, subject to the terms and conditions thereof.

Assignor and Assignee intend and agree that any and all interests in, to and under the Assigned Assets have been transferred, sold, conveyed and assigned by Assignor to Assignee pursuant to a true legal sale, and not loans by Assignee to Assignor secured by such Assigned Assets, and that Assignor shall retain no interest in the Assigned Assets. References in this Assignment to the assignment of any and all Assigned Assets shall include, but no be limited to (i) all of the Assignor's rights, if any, in the security securing such Assigned Assets; (ii) all interest, penalties, damages and indemnities, if any, payable by Debtor in connection with such Assigned Assets; and (iii) all rights, remedies and privileges of Assignor to directly collect and enforce payment of such Assigned Assets.

This Assignment and the covenants herein shall inure to the benefit of and extend to and This Assignment and the covenants included be binding upon the successors and assigns of the respective parties hereto Organica

[Signature Page Follows]

1406 2

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage and Loan Documents as of the day and year first above written.

### RFLF 2, LLC

a Delaware Limited Liability Company

By: RF Renovo Management Company, LLC, its

Manager

By:

Name: Dan McLaughlin

Title: CFO

STATE OF ILLINOIS ) S.S. COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that <u>Dan McLaughlin</u>, personally known to me to be a CFO of RF Renovo Management Company, LLC, the Manager of RFLF 2, LLC, whose name is subscribed to the foregoing ASSIGNMENT OF MORTGAGE AND I CAN DOCUMENTS, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of May, 2018.

ALYSSA R WAHL Official Seal Notary Public - State of Illinois My Commission Expires May 7, 2019

Notary Papiic

[signature page to Assignment of Mortgage]

### **EXHIBIT A PROPERTY - LEGAL DESCRIPTION**

[Legal Description Attached]

PIN No.:

21-30-309-009-0000 and 20-23-407-031-1015

Common Address:

16+1-43 S. Essex Avenue

Chicago, IL 60649

1464 E 39th Place Unit 3S Jack N37

Chicago, IL ou 37

### CHICAGO TITLE INSURANCE COMPANY MMTMENT NO. 17NW7128300VH

### SCHEDULE A

(continued)

5. The land referred to in this Commitment is described as follows:

### PARCEL 1:

LOTS 23 AND 24 IN BLOCK 7 IN SOUTH SHORE PARK, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER (EXCEPT STREETS) IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINICIPAL MERIDIAN IN COOK COUNTY ILLINOIS

### PARCEL 2

UNIT 1464-3S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COURTYARD AT GRAND CROSSING CONDOMINIUM, AS DELINEATED AND DEFINED IN 174E DECLARATION RECORDED AS DOCUMENT NUMBER 0706609024, IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

PARCEL 3 : THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACES TBD, LIMITED COMMON ELEMENTS AS DELINEATED ON A SURVEY TO CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0706609024.

JOF'S

COUNTY

CORRESPONDED

ORRESPONDED

OR END OF SCHEDULE A



