# **UNOFFICIAL COPY**

Doc#. 1905749420 Fee: \$54.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 02/26/2019 01:21 PM Pg: 1 of 4

This Instrument Prepared By Record and Return To:

Northeast Bank P.O. Box 171679 Boston, MA 02117 Attn: Legal Department

PIN: 14-20-114-031-000

### <u>COLLATERAL ASSIGNMENT</u>

Unity Funding SPE 2, LLC, a New York limited liability company, having its principal place of business at 830 Third Avenue, 5th Floor, New York, New York 10022 ("Assignor"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Assignee, the receipt and adequacy of which are hereby acknowledged, does by these presents hereby sell, assign, transfer, and convey unto Northcast Bank, a banking corporation organized under the laws of the state of Maine, having a place of business at 200 Berkeley Street, 17th Floor, Boston, Massachusetts 02116 ("Assignee"), those Collateral Assets described on Exhibit A attached hereto and all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments, investment property, letter-of-credit rights, letters of credit, money, supporting obligations and collateral security related to such Collateral Assets, whether now owned or hereafter acquired.

- 1. This Assignment is a collateral assignment and is executed pursuant to, and is subject to all of the terms and conditions of, a certain Loan Agreement dated as of January 12, 2017, between Assignor and Assignee (the "Loan Agreement") and the related Loan Documents. (Any capitalized term not defined in this Agreement has the meaning given to such term in the Loan Agreement). This Collateral Assignment may not be recorded nor enforced until an Event of Default has occurred and is continuing under the terms of the Loan Agreement.
- 2. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts without reference to that state's conflict of law rules.
- 3. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

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IN WITNESS WHEREOF, Unity Funding SPE 2, LLC, has executed this Assignment as of the 15 day of June. 2018.

Unity Funding SPE 2, LLC, A New York limited liability company

By: Unity Capital, LLC, its Managing Member

Name: Evan Bell Title: President

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on June \_\_\_\_\_\_, 2018, by Evan Bell, President of Unity Capital, LLC, the Managing Member of Unity Funding SPE 2, LLC, a New York limited liability company, on bel all of such limited liability company.

)

Notary Public

Printed Name: Dendumin Boody

(Seal)

My Commission Expires: 02/05/202

BENJAMIN BRODY
Notary Public, State of New York
No. 02BR6370029
Qualified in Queens County
Commission Expires February 05, 2022

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#### Exhibit A

## SCHEDULE OF COLLATERAL ASSET DOCUMENTS

Loan dated as of June 15, 2018 made by the Assignor, as lender, to 3734 Portsouth LLC, an Illinois limited liability company ("Underlying Borrower"), evidenced by, among other documents, instruments and agreements (i) a Loan and Security Agreement by and between the Assignor and the Underlying Borrower, (ii) a Promissory Note dated as of June 15, 2018 made by the Underlying Borrower in favor of the Assignor in the original principal amount of \$1,200,000.00 ("Note"), (iii) a Mortgage and Security Agreement (the "Mortgage") granted by the Underlying Porrower in favor of the Assignor to secure the Note covering certain real property known and numbered as 3734 N. Southport Avenue, Chicago, Illinois, all as more particularly described in the Mortgage, which Mortgage shall be duly recorded with the Cook County Registry and (iv) a Guaranty dated as of June 15, 2018 whereby William J. Platt and L.T.G.T.R. LLC guarantied the Debt (as defined in the Guaranty) of the Underlying Borrower to the Assignor, including without limitation, the Note.



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### **PROPERTY DESCRIPTION**

Lot 10 in Block 2 in Rood's Subdivision of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois.

LAND COMMONLY KNOWN AS: 3734 NORTH SOUTHPORT AVENUE, CHICAGO, ILLINOIS 60613