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Prepared By:

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Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/03/2019 12:22 PM PG: 1 OF 11

When recorded, return to:

Scott Neill
Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102

ASSIGNMENT OF REAL ESTATE DOCUMENTS

THIS ASSIGNMENT OF REAL ESTATE DOCUMENTS (this "Assignment"), made and entered into as of July 2, 2019, by PNC CDE 14, LP, a Delaware limited partnership ("PNC Sub-CDE"), CONSORTIUM AMERICA XYVI, LLC, a Delaware limited liability company ("CA Sub-CDE"), and CDF SUBALLOCATEE XVI, LLC, an Illinois limited liability company ("CDF Sub-CDE", and individually and collectively with PNC Sub-CDE and CDF Sub-CDE, "Assignor"), in favor of LSSC INVESTMENT FUND, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Assignment of QLICI Loan Documents and Notes dated as of even date herewith by and between Assignee and PNC Sub-CDE, that certain Assignment of QLICI Loan Documents and Notes dated as of even date herewith by and between Assignee and CA Sub-CDE, and that certain Assignment of QLICI Loan Documents and Notes dated as of even date herewith by and between Assignee and CDF Sub-CDE (collectively, the "QLICI Assignment"), Assignor agreed to the transfer and assignment of Assignor's interest in the QLICI Loan Documents (as defined below);

WHEREAS, prior to entering into the QLICI Assignment, Assignor was the sole legal and equitable owner and holder of certain promissory notes dated as of June 28, 2012, in the aggregate amount of \$28,286,000.00 (collectively, the "QLICI Notes") made by FEDC NMTC, LLC, an Illinois limited liability company ("Borrower");

WHEREAS, the QLICI Notes are referred to and further described in that certain Loan Agreement by and among Borrower and Assignor, and certain other ancillary documents each dated as of the date of the QLICI Notes (collectively, with the QLICI Notes, the "QLICI Loan Documents");

WHEREAS, the QLICI Loan Documents include the Mortgage (as defined below) and certain subordination, non-disturbance and attornment Agreements by and between Assignor and the parties specified therein (the "SNDAs");

WHEREAS, in accordance with the QLICI Assignment, Assignor desires to assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mortgage and the SNDAs; and

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NOW, THEREFORE, in consideration of the premises above set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant, convey and set over to Assignee, its successors and assigns, all of the right, title, interest and benefit of Assignor in and to

(i) that certain Mortgage and Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of June 28, 2012 (the "Mortgage"), given and executed by Borrower, to Assignor to secure the payment of the principal sum of \$28,286,000.00 together with interest thereon and the other obligations recited therein, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1219957137, and being secured by all that certain lot, tract, parcel or piece of ground, together with the improvements erected thereon, situate in the City of Chicago, Cook County, Illinois, and more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

(ii) the SNDA, including but not limited to those set forth on **Exhibit B**.

2. Representations and Warranties of Assignor. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor.

3. Successor and Assigns. This Assignment shall be binding upon Assignor and inure to the benefit of Assignor and Assignee and their respective successors and assigns. If this Assignment is executed by more than one Assignor, the obligations of such persons or entities hereunder will be joint and several.

4. Headings and Counterparts. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[End of Assignment; signature pages follow]

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IN WITNESS WHEREOF, Assignor and Assignee each have duly executed this Assignment of Real Estate Documents as of the day and year first above written.

ASSIGNOR:

PNC SUB-CDE:

PNC CDE 14, LP,
a Delaware limited partnership

By: PNC Community Partners, Inc.,
a Pennsylvania corporation,
its general partner

By: Mallory Rinehart
Mallory Rinehart
Vice President

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS

On June 21, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mallory Rinehart known to me to be the Vice President of PNC Community Partners, Inc., a Pennsylvania corporation, the general partner of PNC CDE 14, LP, a Delaware limited partnership, and acknowledged to me that such individual executed the within instrument on behalf of said limited partnership.

WITNESS my hand and official seal.

Laina Wolf
Notary Public in and for said County and State

[SEAL]

Commonwealth of Pennsylvania - Notary Seal
Laina Wolf, Notary Public
Allegheny County
My commission expires November 15, 2022
Commission number 1343530
Member, Pennsylvania Association of Notaries

[Signature pages continue on next page]

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IN WITNESS WHEREOF, Assignor and Assignee each have duly executed this Assignment of Real Estate Documents as of the day and year first above written.

ASSIGNOR:

CDF SUB-CDE:

CDF SUBALLOCATEE XVI, LLC,
an Illinois limited liability company

By: CDF Management LLC,
an Illinois limited liability company,
its managing member

By: Chicago Development Fund,
an Illinois not-for-profit corporation,
its sole member

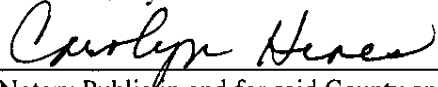
By: 

Chip Hastings
Assistant Vice President

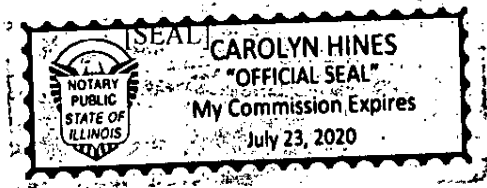
STATE OF Illinois)
COUNTY OF Cook)SS

On July 1, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Chip Hastings known to me to be the Assistant Vice President of Chicago Development Fund, an Illinois not-for-profit corporation, member of CDF Management, LLC, an Illinois limited liability company, the managing member of CDF Suballocatee XVI, LLC, an Illinois limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal.



Notary Public in and for said County and State



[Signature pages continue on next page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee each have duly executed this Assignment of Real Estate Documents as of the day and year first above written.

ASSIGNEE:

LSSC INVESTMENT FUND, LLC,
a Delaware limited liability company

By: PNC New Markets Investment Partners, LLC
a Delaware limited liability company,
its sole member and manager

By: Mallory Rinehart
Mallory Rinehart
Vice President

STATE OF Pennsylvania)
COUNTY OF Allegheny)SS

On June 21, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mallory Rinehart known to me to be the Vice President of PNC New Markets Investment Partners, LLC, a Delaware limited liability company, the sole member and manager of LSSC Investment Fund, LLC, a Delaware limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal.

Laina Wolf
Notary Public in and for said County and State

[SEAL]

Commonwealth of Pennsylvania - Notary Seal
Laina Wolf, Notary Public
Allegheny County
My commission expires November 15, 2022
Commission number 1343530
Member, Pennsylvania Association of Notaries

[End of signature pages]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

LOT 44 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACES), IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 39 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 33 AND 34 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 4

LOTS 9 AND 10 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 5

LOTS 11 AND 12 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 6

EXHIBIT B TO
ASSIGNMENT OF REAL ESTATE DOCUMENTS (CDE)
LSSC EXIT

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LOT 13 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 7

LOTS 14 AND 15 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 8

THE SOUTH ½ OF LOT 17 AND ALL OF LOT 18 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 9

LOTS 26 THRU 32, BOTH INCLUSIVE, IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 10

LOT 23 (EXCEPT THE EAST 13 FEET THEREOF) AND ALL OF LOTS 24 AND 25 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 11

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LOTS 19 TO 22, BOTH INCLUSIVE, AND THE EAST 13 FEET OF LOT 23 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 12

LOTS 35 AND 36 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 13

LOT 40 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 ½ ACRES), IN COOK COUNTY, ILLINOIS.

PARCEL 14

LOT 41 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 2 ½ ACRES THEREOF), OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15

LOT 38 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 2 ½ ACRES THEREOF), OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16

LOT 37 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE

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SOUTHWEST ¼ (EXCEPT 2 ½ ACRES THEREOF), OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 17

LOTS 42 AND 43 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST ½ OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 2 ½ ACRES THEREOF), OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 18:

THE ALLEY VACATED BY ORDINANCE RECORDED JUNE 26, 2012 AS DOCUMENT NO. 1217834057, FURTHER DESCRIBED AS:

THAT PART OF THE 20 FOOT WIDE EAST/WEST PUBLIC ALLEY IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST HALF OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 33 IN SAID BLOCK 9 IN LLOYD'S RESUBDIVISION AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 33 IN BLOCK 9 IN LLOYD'S RESUBDIVISION, ALL IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1907, AS DOCUMENT 4028556 AND THE CERTIFICATE OF CORRECTION THEREOF RECORDED MARCH 5, 1908, AS DOCUMENT 4168382, IN COOK COUNTY, ILLINOIS.

ADDRESSES AND PERMANENT INDEX NUMBERS:

6217 South Ingleside Avenue	20-14-315-005
6227-29 South Ingleside Avenue	20-14-315-008; 20-14-315-009
6237-39 South Ingleside Avenue	20-14-315-014; 20-14-315-028
6220-32 South Ellis Avenue	20-14-315-019; 20-14-315-020; 20-14-315-021; 20-14-315-022
6240 South Ellis Avenue	20-14-315-024
910 East 63 rd Street	20-14-315-025; 20-14-315-026; 20-14-315-027
6219 South Ingleside Avenue	20-14-315-006
6227 South Ingleside Avenue	20-14-315-007
6233 South Ingleside Avenue	20-14-315-010
6235 South Ingleside Avenue	20-14-315-011

All in Chicago, Illinois.

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EXHIBIT B

SNDA DOCUMENTS

1. Redevelopment Subordination and Consent Agreement dated June 28, 2012 by and among PNC Sub-CDE, CA Sub-CDE and CDF Sub-CDE, and recorded on July 17, 2012 in in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1219957139, covering certain property as more fully described therein.
2. Subordination and Attornment Agreement dated June 28, 2012 by and among FEDC NMTC, LLC, an Illinois limited liability company, PNC Sub-CDE, CA Sub-CDE and CDF Sub-CDE.
3. Any and all other subordination, non-disturbance and attornment agreements executed in favor of Assignor in connection with the Property.

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS