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Doc#: 1924146009 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds

Date: 08/29/2019 09:21 AM Pg: 1 of 10

COLLATERAL ASSIGNMENT *** NOTES AND LIENS

This COLLATERAL ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is dated to be effective as of the 23 day of August, 2019, by **PROPHET REAL ESTATE OPPORTUNITIES LP and Prophet Capital REIT Inc.**, both whose mailing address is **5000 Plaza on the Lake, Suite. 180, Austin, Texas 78746** ("Assignor"), in favor of **Veritex Community Bank**, whose address is **8214 Westchester, Dallas, Texas 75225** ("Assignee").

RECITALS:

WHEREAS, Assignor has executed and delivered to Assignee that certain Promissory Note Revolving Line of Credit dated **May 17, 2019**, in the original maximum principal amount of **\$10,000,000.00** (as renewed, increased, extended and amended from time to time, the "Note") and the Loan Agreement of even date therewith; and

WHEREAS, Assignor has agreed to collaterally assign to Assignee, as security for the Note and in order to secure the payment and satisfaction of the Note, those certain promissory notes and the liens, assignments and security interests securing same and described in Exhibit "A" attached hereto, all payable to the order of Assignor and pursuant to the terms hereof collaterally assigned to Assignee (as renewed, extended and amended from time to time, the above described promissory notes are referred to herein as "**Collateral Notes**"), (as renewed, extended and amended from time to time, the vendor's liens, deeds of trust, assignments and security agreements described above are referred to herein as "**Mortgage Liens**") (the Collateral Notes, the Mortgage Liens and all other documents evidencing, securing or relating to the Collateral Notes and Mortgage Liens are referred to herein collectively as the "**Underlying Loan Documents**");

AGREEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor has **COLLATERALLY ASSIGNED, PLEDGED, SOLD, TRANSFERRED, CONVEYED, ENDORSED and DELIVERED**, and by these presents does hereby **COLLATERALLY ASSIGN, PLEDGE, SELL, TRANSFER, CONVEY, ENDORSE and DELIVER** unto Assignee, and **GRANT a SECURITY INTEREST** in favor of Assignee in the following (collectively, the "**Collateral**"):

- a. The Collateral Notes and all indebtedness now or hereafter evidenced thereby or owed in respect thereof;
- b. All of the rights, titles, interests, liens, privileges, claims, benefits, demands, equities, guaranties, pledges, security interests and assignments now or hereafter owned, held, accruing and to accrue to, and for the benefit of, Assignor in respect of the Collateral Notes, including, without limitation, the Mortgage Liens and all

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rights arising under any and all security agreements, participation agreements, collateral assignments, subordination or parity agreements, casualty insurance policies and binders, mortgagee's title insurance policies and binders, payment bonds and performance bonds) in any way accruing or to accrue to the benefit of Assignor, in any fashion in respect of the Collateral Notes or any indebtedness now or hereafter evidenced thereby or owed in respect thereof, and together with all proceeds, monies, payments, income, collections and benefits from or attributable or accruing thereto, and all other agreements now existing or hereafter arising that provide collateral security or financial or other support for the payment of the Collateral Notes, including any guaranties of the Collateral Notes; and

c. any and all proceeds of any of the foregoing.

1. Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

a. Assignor is the legal and equitable owner and holder of the Collateral free of any known adverse claim and free of any superior security interest or encumbrance except for the security interest granted hereby in the Collateral.

b. All of Assignor's books and records with regard to the Collateral are maintained and kept at the address of Assignor set forth in this Assignment.

c. Assignor's execution, delivery and performance of this Assignment (i) has been duly authorized, and (ii) will not require any consent, license, permit, authorization or other approval (including foreign exchange approvals) of any court, arbitrator, administrative agency or other governmental authority, or any notice to, exemption by, any registration, declaration or filing with or the taking of any other action in respect of, any such court, arbitrator, administrative agency or other governmental authority.

2. Obligations Secured. This Assignment is granted to Assignee to secure the prompt and unconditional payment and satisfaction of the indebtedness evidenced by the Note (which term includes any increase, modification, renewal, extension, alteration, substitution or replacement thereof) (all such obligations together with any renewals, extensions or modifications of the same are hereinafter referred to as the "**Indebtedness**").

3. Default and Remedies.

a. Except during the continuance of an Event of Default (as defined in the Loan Agreement"), Assignor shall have a revocable license to collect and receive all payments of principal and interest on the Collateral Notes and enforce the terms and provisions of the Mortgage Lien, and, Assignee covenants and agrees to cooperate with Assignor in connection with Assignor's collection and enforcement activities. Upon the occurrence and during the continuance of an Event of Default, the license granted hereinabove may be revoked by Assignee upon written notice to Assignor, and Assignee may thereafter collect, retain and apply all sums payable under the Collateral Notes and

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Mortgage Liens toward payment of the Indebtedness. Upon the occurrence and during the continuance of each Event of Default, all amounts received by Assignor under or pursuant to the Collateral Notes and/or the Mortgage Liens (including the proceeds of any foreclosure) shall be held in trust by Assignor for the benefit of Assignee and shall be promptly remitted to Assignee.

b. Upon or at any time after the occurrence and during the continuance of an Event of Default, the providing of notice of default, and the expiration of the opportunity to cure, Assignee may, at its option, without notice, declare all or any part of the Indebtedness immediately due and payable, and without in any way waiving such Event or Default, may at its option and without regard to the adequacy of the security for the Indebtedness, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, (i) sell or otherwise dispose of the Collateral, at any public or private sale or exercise any other rights or remedies permitted by the Uniform Commercial Code as adopted and in effect in the States where the Mortgage Liens were created and to the extent governing, any other applicable jurisdiction (the "Code") or otherwise available to Assignee at law or in equity, and/or (ii) demand, sue or otherwise collect and receive when due or at any time thereafter all obligations and indebtedness evidenced by the Collateral Notes and Mortgage Liens and/or (iii) execute all necessary documentation required on its own behalf or on behalf of the Assignor which would allow the Assignee to foreclose on and otherwise collect on the real property and improvements described in the Mortgage Liens if an event of default permitting foreclosure on the real property and improvements described in the Mortgage Liens has occurred and is continuing.

c. Without limiting the generality of the foregoing, Assignee, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or as required in the Note or other agreement) to or upon Assignor or any other Person (all and each of which demands, presentments, protests, advertisements and notices are hereby waived unless otherwise agreed to or required), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more public or private sale or sales, at any exchange, broker's board or office of Assignee or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Assignee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Assignor, which right or equity is hereby waived and released. Assignor further agrees, at Assignee's request, to assemble the Collateral and make it available to Assignee at places that Assignee shall reasonably select.

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d. Upon any such sale or disposition of the Collateral Notes and/or the Mortgage Lien, Assignee shall be fully authorized to endorse (or complete the endorsement of) the Collateral Notes to the transferee thereof and to file and record a transfer of note and liens and related form UCC-2 or UCC-3 financing statements to disclose the conveyance of the Collateral Notes and Mortgage Liens so sold to the transferee thereof.

e. Assignee's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9.207 of the Uniform Commercial Code or otherwise, shall be to deal with it in the same manner as Assignee deals with similar property for its own account. Neither Assignee, nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Assignor or otherwise.

f. In the event Assignor elects to enforce the collection of the Collateral Notes and/or foreclose the Mortgage Lien, then Assignor shall immediately notify Assignee of such decision and pay over to Assignee all sums received from such enforcement or foreclosure, if any, up to the amount of all Loan proceeds (plus any unpaid interest thereon) advanced by Assignee to Assignor in connection with the Collateral Note. In the event Assignor becomes owner of the property pledged as security for the Collateral Notes, then Assignee shall automatically have a lien on such property and Assignor shall immediately execute the appropriate security instrument evidencing same, which security instrument shall be in the form and substance as is reasonably acceptable to Assignor and Assignee.

g. Assignor agrees to pay in full all reasonable expenses, including reasonable attorneys' fees, of Assignee which have been or may be incurred by Assignee in connection with the enforcement of any of Assignor's obligations hereunder and under any document executed in connection with any grant or pledge of security for the payment of the Indebtedness.

h. Assignor agrees to execute, acknowledge, deliver, procure, and allow the filing and/or recording of the appropriate document or instrument (including specifically, but without limitation, any financing statement or assignment of note and lien) deemed reasonably necessary by Assignee to protect the liens and the security interests herein granted, including against the rights or interests of third parties, but under no circumstances shall an "all assets" UCC Financing Statement be permitted.

i. Assignor is hereby granted an irrevocable power of attorney, which is coupled with an interest and shall have the power, at any time after the occurrence and during the continuance of an Event of Default, to endorse and is hereby appointed Assignee's agent and attorney-in-fact for the purpose of doing any and every act which Assignee is entitled to do pursuant to the Collateral Notes or the Mortgage Liens, including after the occurrence and during the continuance of an Event of Default,

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collection and foreclosure of the Mortgage Liens in its own name or in the name of Assignee and for the purpose of doing any and every act which Assignee is obligated to do by this instrument and to exercise all rights of Assignee relating to the Collateral Notes, including endorsing in the name of Assignee the Collateral Notes or the Mortgage Liens or any other instrument securing payment thereof or relating thereto or exercising, signing, transferring or delivering in the name of Assignee any instruments or documents which may be received in payment or on account of said Indebtedness or necessary to evidence, perfect or realize upon the security interest or obligations created by this Agreement and to do all other acts necessary to preserve and protect the Collateral Notes or to protect Mortgage Liens or any other security interest in the Collateral Notes and Mortgage Liens.

4. **Notices.** The requirement of reasonable notice to Assignor of the time and place of any public sale of the Collateral, or of the time after which any private sale or any other intended disposition thereof is to be made, shall be met if such notice is given at least ten (10) days prior to the date of such intended disposition, to the address of Assignor.

5. **Binding Effect.** This Assignment shall (i) be binding on Assignor and its representatives and permitted successors and assigns, and (ii) inure, together with all rights and remedies of Assignee hereunder, to the benefit of Assignee and the Lenders and their respective successors, transferees and assigns.

6. **Modifications, Amendments, Etc.** No modification, waiver, amendment, discharge or change of, nor consent to the departure from, any provision hereof shall be effective unless it is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, change or consent is sought, and then such modification, waiver, amendment, discharge, change or consent shall be effective only in the specific instance and for the specific purpose for which given.

7. **Severability.** A determination that any portion of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and the determination that the applicability of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. Any such provision shall be fully severable, and this Assignment shall be construed and enforced as if such provision had never comprised a part thereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one agreement binding on all the parties hereto.

9. **No Third Party Beneficiaries.** This Assignment is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and

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assigns, and no other person or entity shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary of this Assignment.

10. Governing Law. THIS ASSIGNMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY TEXAS LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) except that the provisions of the laws of the State where the Mortgage Liens was created shall be applicable to the creation, perfection and enforcement of the security interests created by this Assignment.

11. Sale of Real Property. Upon the sale or other disposition of the real property described in Exhibit "A-1", Assignor shall pay Assignee all sums due and owing under the Note to the extent of the Loan proceeds (and any unpaid interest thereon) advanced in connection with the Collateral Note.

12. No Amendment or Compromise. Without Assignee's prior written consent (not to be unreasonably withheld, conditioned, or delayed), neither the Borrower, nor anyone acting on the Borrower's behalf, shall amend or modify, or waive any material term or condition of, or settle or compromise any material claim in relation to Collateral Note or a Mortgage Lien.

13. Release. By its acceptance hereof, Assignee hereby unconditionally covenants and agrees as follows:

After all Indebtedness related to the Collateral Note is paid in full or if Assignor intends to foreclose on the Underlying Loan Documents subject to the terms and conditions herein, and in each case so long as no Event of Default has occurred and is continuing, Assignee shall promptly return the Collateral Note and release and/or reconvey the Underlying Loan Documents to Assignee upon Assignee's written request, provided however, if the Collateral Note has not been paid in full, and Assignor intends to foreclose, Assignor shall pay Assignee the Loan proceeds (and any unpaid interest thereon) advanced in connection with the Collateral Note prior to such release or reconveyance.

EXECUTED effective as of the day and date hereinabove written.

SIGNATURE(S) ON FOLLOWING PAGE(S)

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ASSIGNOR:

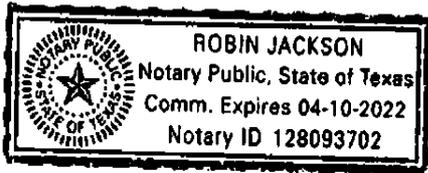
PROPHET REAL ESTATE OPPORTUNITIES LP
a Delaware limited partnership

By: *Michael Murphy*
Michael Murphy, Authorized Signatory

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was sworn to, subscribed and acknowledged before me on this 23rd
day of August, 2019, by **Michael Murphy, Authorized Signatory** of **PROPHET REAL ESTATE OPPORTUNITIES LP**, a Delaware limited partnership.



Robin Jackson
Notary Public, State of State of Texas

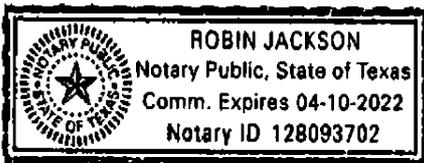
Prophet Capital REIT Inc.
a Delaware corporation

By: *Michael Murphy*
Michael Murphy, Authorized Signatory

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was sworn to, subscribed and acknowledged before me on this 23rd
day of August, 2019, by **Michael Murphy, Authorized Signatory** of **Prophet Capital REIT Inc.**, a Delaware corporation.



Robin Jackson
Notary Public, State of State of Texas

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Exhibit "A"

1. Promissory note in the original principal amount of **\$11,900,000.00**, dated **July 22, 2019**, executed by **24 MOUNT PROSPECT, LLLP and LHE Mount Prospect, LLC** and originally payable to **PSL AUSTIN LENDING LLC**, ("PSL") and any renewals, extensions, modifications or amendments thereto, as assigned by that certain Note Allonge dated **July 22, 2019**, from PSL, in favor of **Prophet Capital REIT Inc.** ("PCRI"), said Promissory Note being secured by the liens and security interest granted pursuant to a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated **July 22, 2019**, executed by **24 MOUNT PROSPECT, LLLP and LHE Mount Prospect, LLC** and recorded under Clerk's File No. **1921106158** in the Official Public Records of Real Property of **Cook County, Illinois**, General Warranty Deed with Vendor's Lien dated **July 22, 2019**, and recorded under Clerk's File No. **2018-000021112** in the Official Public Records of Real Property of **Cook County, Illinois** and the Assignment of Leases and Rents dated **July 22, 2019**, executed by **24 MOUNT PROSPECT, LLLP and LHE Mount Prospect, LLC** and recorded under Clerk's File No. **1921106160** in the Official Public Records of Real Property of **Cook County, Illinois**, the Assignment of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Construction and Assignment of Assignment of Leases and Rents, executed by PSL in favor of **PROPHET CAPITAL REIT INC.**, and recorded under Clerk's File No. **1921106159** in the Official Public Records of Real Property of **Cook County, Illinois**, and the financing statement filed with the California Secretary of State office under file no. **19-7725352455**, the financing statement filed with the Delaware Secretary of State office under file no. **20195185298** and the financing statement filed with the Illinois Secretary of State office under file no. **24628264** against the real property and improvements thereon and further described in Exhibit "A-1" attached hereto, (collectively the "Property"), and the Guaranty Agreements of **Acre Investment Company LLC and Gabe Arecheaderra**, said security interest being referred to herein as the "Liens".

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EXHIBIT "A-1"

LAND DESCRIPTION

PARCEL 1:

THAT PART PART OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12 CHAINS SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST QUARTER OF SAID SECTION 14; THENCE WEST 11.5 CHAINS; THENCE SOUTH 2.35 CHAINS; THENCE WEST 8.50 CHAINS TO THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE SOUTH 5.66 CHAINS TO THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER THENCE EAST 20 CHAINS TO THE SOUTH EAST CORNER OF SAID SECTION 14; THENCE NORTH 8.0 CHAINS TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER 385.20 FEET; THENCE EAST 552.28 FEET TO A POINT 355.38 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14; THENCE SOUTH 385.38 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 14 WHICH IS 582.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING AND EXCEPT THEREFROM THE EAST 210 FEET OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID AND EXCEPT THEREFROM THAT PART OF THE EAST 50 OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID WHICH LINE NORTH OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID, AND SOUTH OF THE NORTH LINE OF THE HEREIN ABOVE DESCRIBED TRACT OF LAND), IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 2, EXCEPT THE EAST 200.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTH 145.00 FEET (MEASURED ALONG THE EAST LINE THEREOF) IN KENROY'S HUNTINGTON BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 AND 2 OF THE LAND ARE ALSO KNOWN AS LOT 2 IN KENROY'S ELMHURST DEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DATED APRIL 19, 1973 AND RECORDED MAY 18, 1973 AS DOCUMENT 22327173, AS AMENDED BY LETTER OF CORRECTION RECORDED NOVEMBER 9, 1989 AS DOCUMENT 89536360.

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PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 33425, DATED APRIL 19, 1973 AND RECORDED MAY 22, 1973 AS DOCUMENT 22374719 AND AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492620.

PARCEL 4:

PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM TRUSTEES OF SCHOOLS OF TOWNSHIP 41 NORTH, RANGE 11 EAST TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492619.

PARCEL 5:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492621.

PARCEL 6:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM MOUNT PROSPECT STATE BANK, TRUST NUMBER 270 AND KENROY INCORPORATED DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492617.

PARCEL 7:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM HUNTINGTON COMMONS ASSOCIATION, NON-PROFIT CORPORATION OF ILLINOIS TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, A CORPORATION OF DELAWARE, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492618 AND AMENDED BY AMENDMENT RECORDED SEPTEMBER 28, 1973 AS DOCUMENT NUMBER 22495853.

Permanent Index Nos.: 08-14-403-022-0000 Vol. 049;
08-14-403-027-0000 Vol. 049;
08-14-403-028-0000 Vol. 049