

# UNOFFICIAL COPY

Doc#: 2024162024 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/28/2020 09:57 AM Pg: 1 of 5

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

RFLF 5, LLC  
222 West Adams, STE 3150  
Chicago, IL 60606  
Attention: Kevin Werner

PIN: 24-24-310-003-0000  
24-24-310-002-0000

Common Address:  
3140 West Whipple Drive  
Merrionette Park, IL 60803  
3144 West Whipple Drive  
Merrionette Park, IL 60803

## ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment"), effective as of July 9, 2020, from RFLF 5, LLC, a Delaware Limited Liability Company, whose address is 222 W. Adams Street, Suite 3150, Chicago, Illinois 60606 (the "Assignor"), to U.S. Bank Trust National Association, not in its individual capacity but solely as trustee of Homeward Opportunities Fund Trust 2020-02 (the "Assignee").

### RECITALS

WHEREAS, GCIY PROPERTIES, LLC, an Illinois Limited Liability Company, GEORGE J. NIKOLOPOULOS, an individual, and JOSE V. GUERRERO, an individual (the "Debtor"), executed that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage"), dated as of January 30, 2020, and recorded in Cook County, Illinois, on February 11, 2020 as Document Number 2004257035 in connection with a loan from Assignor to Debtor, to secure payment of an aggregate amount of \$212,800.00 according to the terms and provisions of that certain Acquisition and Construction Note dated January 30, 2020, in the original principal amount of \$212,800.00 (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.

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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 hereafter 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 forever, 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 loan, by Assignor to Assignee 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 not 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 be binding upon the successors and assigns of the respective parties hereto.


[Signature Page Follows]

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

**RFLF 5, 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 **Dan McLaughlin**, personally known to me to be a CFO of **RF Renovo Management Company, LLC**, the Manager of RFLF 5, LLC, whose name is subscribed to the foregoing ASSIGNMENT OF MORTGAGE AND LOAN 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 9<sup>th</sup> day of July, 2020.



  
Notary Public

*[signature page to Assignment of Mortgage]*

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## EXHIBIT A PROPERTY - LEGAL DESCRIPTION

[Legal Description Attached]

PIN No.: 24-24-310-003-0000; 24-24-310-002-0000

Common Address: 3140 West Whipple Drive, Merrionette Park, IL 60803  
3144 West Whipple Drive, Merrionette Park, IL 60803

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217261

## LEGAL DESCRIPTION:

**PARCEL 1: 3140 WHIPPLE DR., MERRIONETTE PARK, IL 60803  
PIN: 24-24-310-003-0000**

**LOT 3 IN MAHONEY ESTATE SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF CHICAGO AND SOUTHERN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS**

**PARCEL 2: 3144 W WHIPPLE DR., MERRIONETTE PARK, IL 60803  
PIN: 24-24-310-002-0000**

**LOT 2 IN MAHONEY ESTATES, A SUBDIVISION OF THE NORTH THREE-FOURTHS (3/4) OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT-OF-WAY CHICAGO AND SOUTHERN RAILROAD), SITUATED COOK COUNTY, IN THE STATE OF ILLINOIS.**

Property of Cook County Clerk's Office