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Doc#: 2034562026 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/10/2020 11:40 AM Pg: 1 of 6

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:
20-29-430-035-0000; 17-34-312-092-1008
17-34-312-032-1013; 17-34-319-021-1001
17-34-319-021-1002; 17-34-319-021-1003
17-34-319-021-1004

Common Address:
7806 South Green Street
Chicago, IL 60620
3544 South King Drive, Unit 1D
Chicago, IL 60653
3710 South King Drive, Unit L
Chicago, IL 60653
3710 South King Drive, Unit 1
Chicago, IL 60653
3710 South King Drive, Unit 2
Chicago, IL 60653
3710 South King Drive, Unit 3
Chicago, IL 60653

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, FREE AND CLEAR ENTERPRISES, LLC, an Illinois Limited Liability Company, and PHILLIPPE JUNIOR JOSEPH, an individual (the "Debtor"), executed that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage"), dated as of December 31, 2019, and recorded in Cook County, Illinois, on January 8, 2020 as Document Number 2000806020 in connection with a loan from Assignor to Debtor, to secure payment of an aggregate

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amount of \$833,000.00 according to the terms and provisions of that certain Acquisition and Construction Note dated December 31, 2019, in the original principal amount of \$833,000.00 (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 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 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 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 9th 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.: 20-29-430-035-0000; 17-34-312-092-1008; 17-34-312-092-1013
17-34-319-021-1001; 17-34-319-021-1002; 17-34-319-021-1003
17-34-319-021-1004

Common Address: 7806 South Green Street, Chicago, IL 60620
3544 South King Drive, Unit 1D, Chicago, IL 60653
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3710 South King Drive, Unit 2, Chicago, IL 60653
3710 South King Drive, Unit 3, Chicago, IL 60653

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (EXCEPT THE SOUTH 13.32 FEET AND THE NORTH 100 OF A FOOT THEREOF) IN BLOCK 31 IN WEST AUBURN, A SUBDIVISION OF BLOCK 17 TO 20 AND 29 TO 32, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA:7806 South Green Street, Chicago, IL 60620

PIN:20-29-430-035-0000

PARCEL 2:

UNITS 1D AND P-1 IN THE ALEXANDRIA ON KING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 60 FEET OF LOT 1 (EXCEPT BOULEVARD AND EXCEPT WEST 16 FEET TAKEN FOR ALLEY) OF ASSESSOR'S DIVISION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0608945154, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

ALSO THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-9, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0608945154.

CKA:3544 South King Drive, Unit 1D, Chicago, IL 60653

PINS: 17-34-312-092-1008; & 17-34-312-092-1013

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PARCEL 3:

UNIT NUMBER L IN 3710 S. KING DRIVE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN BELFIELDS SUBDIVISION OF LOTS 53, 54, 55: AND 56 IN J.B. VALLIQUETTE'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 12, 2004 DOCUMENT NUMBER 0428644080; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

CKA:3710 South King Drive Units L, 1, 2 and 3 Chicago, IL 60653

PINS: 17-34-319-021-1001; 17-34-319-021-1002; 17-34-319-021-1003; & 17-34-319-021-1004

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