

# UNOFFICIAL COPY



\*2121745085\*

PREPARED BY  
AND RETURN TO:

Raven Capital Management  
75 Spring Street, 6<sup>th</sup> Floor  
New York, New York 10012  
Attn: Chris Felice

Doc# 2121745085 Fee \$77.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/05/2021 12:38 PM PG: 1 OF 14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (this "Assignment"), is made as of July 23, 2021, by RAVEN CAPITAL MANAGEMENT LLC, as agent ("Agent") for RAVEN ASSET-BASED OPPORTUNITY FUND III LP, a Delaware limited partnership ("Onshore Assignor") and RAVEN ASSET-BASED OPPORTUNITY OFFSHORE FUND III LP, a Cayman Islands exempted limited partnership ("Offshore Assignor", and together with Onshore Assignor, collectively, "Assignor"), having an address at 75 Spring Street, 6<sup>th</sup> Floor, New York, New York 10012, to RAVEN PILSEN HOLDINGS LLC, a Delaware limited liability company, having an address at 75 Spring Street, 6<sup>th</sup> Floor, New York, New York 10012 ("Assignee").

WHEREAS, Onshore Assignor entered into that certain Loan and Security Agreement dated as of January 18, 2017 by and among Onshore Assignor, Agent, and PMG PILSEN INVESTMENTS, LLC, an Illinois limited liability company ("Borrower"), as amended by that certain First Amendment to Loan and Security Agreement dated as of May 20, 2021 (as so amended, the "Loan Agreement"), pursuant to which Onshore Assignor made a loan in the amount of \$8,200,000.00 (the "Loan");

WHEREAS, Offshore Assignor, pursuant to that certain Master Participation Agreement dated as of January 3, 2017, owns 14.85% of the interest in the Loan (the "Offshore Interest") and Onshore Assignor owns the remaining 85.15% of the interest in the Loan (the "Onshore Interest");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume all of Assignor's interest in the Loan as "Lender", together with all right, title and interest therein, and to assume all obligations with respect thereto;

NOW, THEREFORE, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

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1. (a) Onshore Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Onshore Assignor's right, title and interest in the Onshore Interest and Assignee hereby assumes and accepts the Onshore Interest, together with all right, title and interest therein and assumes all obligations with respect thereto, and (b) Offshore Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Offshore Assignor's right, title and interest in the Offshore Interest and Assignee hereby assumes and accepts the Offshore Interest, together with all right, title and interest therein and assumes all obligations with respect thereto.
2. Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, Assignor's interest under (a) (i) that certain Mortgage and Security Agreement dated January 18, 2017 and recorded in the Official Records of Cook County (the "Official Records") as Document No. 1702018077 executed by Borrower to Agent for Assignee and (ii) certain Mortgage and Security Agreement dated January 18, 2017 and recorded in the Official Records as Document No. 1702018078 executed by Borrower to Agent for Assignee (the foregoing sub-clauses (i) and (ii) collectively referred to herein as the "Mortgage"), and (b) those loan documents listed on Exhibit A attached hereto (the "Loan Documents"). The Mortgage covers the real property more particularly described on Exhibit B attached hereto, and all right, title and interest of Assignor therein and thereto.

TOGETHER WITH the note or notes described or referred to in said Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage, and, to the extent not included on Exhibit A, all other instruments, documents, certificates and letters executed in connection therewith.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

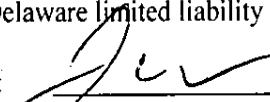
*[Remainder of page left intentionally blank; signatures follow]*

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IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first above written.

AGENT:

RAVEN CAPITAL MANAGEMENT LLC,  
a Delaware limited liability company

By:   
Name: Josh Green  
Title: Authorized Signatory

*[Signatures continue on following page]*

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

*[Signature page to Assignment of Mortgage and Security Agreement]*

# UNOFFICIAL COPY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On July 21 2021, 2021, before me, Varouj Asdourian,  
Notary Public, personally appeared Joshua Ebrahimi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

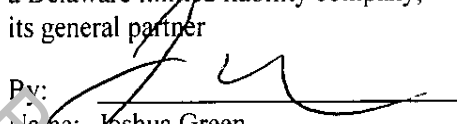


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OFFSHORE ASSIGNOR:

RAVEN ASSET-BASED OPPORTUNITY OFFSHORE FUND III LP,  
a Cayman Islands exempted limited partnership

By: Raven Capital Management GP LLC,  
a Delaware limited liability company,  
its general partner

By:   
Name: Joshua Green  
Title: Authorized Signatory

[End signatures]

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

[Signature page to Assignment of Mortgage and Security Agreement]

# UNOFFICIAL COPY

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State of California )

County of Los Angeles )

On Sept 24 2021, 2021, before me Varouj Asdourian, a Notary Public, personally appeared Joshua Green, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

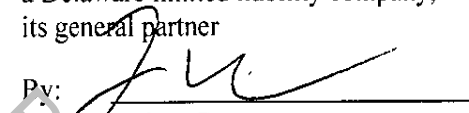


# UNOFFICIAL COPY

ONSHORE ASSIGNOR:

RAVEN ASSET-BASED OPPORTUNITY FUND III LP,  
a Delaware limited partnership

By: Raven Capital Management GP LLC,  
a Delaware limited liability company,  
its general partner

By:   
Name: Joshua Green  
Title: Authorized Signatory

*[Signatures continue on following page]*

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

*[Signature page to Assignment of Mortgage and Security Agreement]*

# UNOFFICIAL COPY

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State of California )

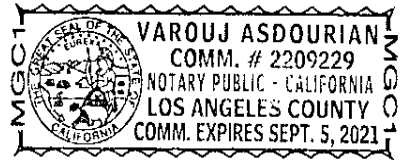
County of Los Angeles )

On July 21 2021, 2021, before me, Varouj Asdourian, a Notary Public, personally appeared Joshua Green, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)





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## EXHIBIT A

### LIST OF LOAN DOCUMENTS

- Term Loan Note dated as of January 18, 2017 in the face principal amount of \$8,200,00.00 made by the Borrower in favor of Onshore Lender.
- Pledge Agreement dated as of January 18, 2017, executed by PMG Pilsen Investment Holdings, LLC in favor of Agent.
- Environmental Indemnity Agreement dated as of January 18, 2017, executed by Borrower, Kevin P. Maloney, and Noah Gottlieb.
- Guaranty dated as of January 18, 2017, executed by PMG Pilsen Investment Holdings, LLC in favor of Agent.
- Guaranty dated as of January 18, 2017, executed by Kevin P. Maloney and Noah Gottlieb in favor of Agent.
- Loan and Security Agreement dated as of January 18, 2017, executed by Borrower and Agent, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 20, 2021.
- Loan Conversion Agreement dated as of January 18, 2017, executed by PMG Pilsen Investment Holdings, LLC, Borrower, and Onshore Lender.

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## EXHIBIT B

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 5, 6, 7, AND 8 IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 IN ASSESSOR'S DIVISION IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 89.05 FEET OF LOT 31 OF THE EAST 1/2 OF BLOCK 14 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 89.05 FEET OF THAT PART SOUTH OF THE SOUTH LINE OF 16TH STREET OF LOT 1 5 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE NORTH 129.29 FEET OF THAT PART SOUTH OF THE SOUTH LINE OF 16TH STREET OF LOT 16 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 9 IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOT 31 (EXCEPT THE NORTH 89.05 FEET THEREOF) OF THE EAST 1/2 OF BLOCK 14 IN ASSESSOR'S DIVISION IN THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

THE SOUTH 42.95 FEET OF THE NORTH 132 FEET OF THAT PART SOUTH OF THE SOUTH LINE OF 16TH STREET OF LOT 15 IN ASSESSOR'S DIVISION IN THE NORTH 1/4

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OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE NORTH 1/2 OF LOT (OR BLOCK) 16 (EXCEPT THE NORTH 162.29 FEET THEREOF) IN ASSESSOR'S DIVISION IN THE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTH 1/4 OF LOT 15 LYING SOUTH OF A LINE 132 FEET SOUTH OF THE SOUTH LINE OF 16TH STREET IN ASSESSOR'S DIVISION IN THE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART FALLING IN LOTS 1, 2 AND 3 OF PARCEL 10 IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOTS 1, 2, 3, AND 7 IN KALBOWS SUBDIVISION OF LOTS 29 AND 30 IN BARTLETT'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 14 AND THE SOUTH 1/2 OF THE NORTH 1/2 OF BLOCK 15 IN ASSESSOR'S DIVISION IN THE NORTH 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF THE WEST 1/2 OF LOT 14 IN THE ASSESSOR'S SUBDIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 14; THENCE RUNNING WEST ALONG THE NORTH LINE OF 18TH STREET, A DISTANCE OF 143.00 FEET TO THE EAST LINE OF THE PREMISES HERETOFORE CONVEYED TO THE CHICAGO BURLINGTON AND QUINCY RAILROAD; THENCE NORTH, A DISTANCE OF 150.00 FEET ALONG SAID LINE; THENCE EAST ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH 18TH STREET, A DISTANCE OF 143.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH, A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING; TOGETHER WITH THE SOUTH 166 FEET 3-INCHES OF LOT 15 IN ASSESSOR'S SUBDIVISION AFORESAID AND THE SOUTH 1/2 OF LOT 16 IN ASSESSOR'S SUBDIVISION AFORESAID (EXCEPTING FROM SAID LOTS 15 AND 16 THAT PART TAKEN FOR 18TH STREET) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOTS 11, 13, 15, 17 AND 19 IN GEORGE ROTH'S SUBDIVISION OF LOT 17 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## PARCEL 13:

LOT 45 (EXCEPT THE EAST 3-INCHES THEREOF AND EXCEPT THE SOUTH 33.00 FEET THEREOF) AND LOT 46 (EXCEPT THE SOUTH 33.00 FEET THEREOF) IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 OF ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

## PARCEL 14:

LOTS 2 AND 3 IN LOUIS HOEFKE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF BLOCK 15 AND LOT 28 (EXCEPT THE SOUTH 16.2 FEET THEREOF) IN BARRETT'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 14, ALL IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 15:

LOTS 1 TO 27, BOTH INCLUSIVE AND THE SOUTH 16.2 FEET OF LOT 28 IN BARRETT'S SUBDIVISION OF THE EAST 1/2 OF LOT 14 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE VACATED ALLEYS LYING SOUTH OF LOTS 1 TO 5; WEST OF LOTS 6 TO 20 AND NORTH OF LOTS 21 TO 25 IN BARRETT'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 16:

THE WEST 1/2 OF LOT 14 IN ASSESSOR'S SUBDIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, (EXCEPT THAT PART LYING SOUTH OF A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF 18TH STREET, EXCEPT THAT PART HERETOFORE CONVEYED TO BURLINGTON NORTHERN INC) IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 17:

LOT 1 (EXCEPT THAT PART LYING SOUTH OF THE NORTH 27 FEET 1/2-INCH THEREOF) IN LOUIS HOEFKE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF BLOCK 15 AND LOT 28 (EXCEPT THE SOUTH 16.2 FEET THEREOF) IN BARRETT'S SUBDIVISION OF THE EAST 1/2 BLOCK 14 ALL IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 18:

THE SOUTH 3/4 OF THE SOUTH 1/2 OF LOT 15 (EXCEPT THE SOUTH 166 FEET 3-INCHES THEREOF) IN THE ASSESSOR'S SUBDIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 19:

LOT 4, 5 AND 6 IN KALBOW'S SUBDIVISION OF LOTS 29 AND 30 IN BARRETT'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 14 AND THE SOUTH 1/2 OF THE NORTH 1/2 OF BLOCK 15 ALL IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN SAID COOK COUNTY AND STATE OF ILLINOIS.

Property of Cook County Clerk's Office

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## Permanent Index Nos:

17-20-405-001-0000 (851 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-002-0000 (1633 S. Peoria Street, Chicago, Illinois); 17-20-405-003-0000 (847 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-004-0000 (1615 S. Peoria Street, Chicago, Illinois); 17-20-405-005-0000 (1619 S. Peoria Street, Chicago, Illinois); 17-20-405-009-0000 (1701 S. Peoria Street, Chicago, Illinois); 17-20-405-019-0000 (835 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-020-0000 (831 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-021-0000 (827 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-022-0000 (829 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-023-0000 (1610 S. Newberry Ave., Chicago, Illinois); 17-20-405-039-0000 (Part of Lot 16) (1718 S. Newberry Ave., Chicago, Illinois); 17-20-405-040-0000 (Part of Lot 16) (843 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-041-0000 (Part of Lot 16) (843 W. 16<sup>th</sup> Street, Chicago, Illinois)

17-20-404-028-0000 (900 West 18<sup>th</sup> Street, Chicago, Illinois); 17-20-405-006-0000 (1621 S. Peoria Street, Chicago, Illinois); 17-20-405-007-0000 (1623 S. Peoria Street, Chicago, Illinois); 17-20-405-008-0000 (1627 S. Peoria Street, Chicago, Illinois); 17-20-405-010-0000 (1703 S. Peoria Street, Chicago, Illinois); 17-20-405-01-0000 (1705 S. Peoria Street, Chicago, Illinois); 17-20-405-012-0000 (1709 S. Peoria Street, Chicago, Illinois); 17-20-405-013-0000 (1711 S. Peoria Street, Chicago, Illinois); 17-20-405-014-0000 (850 W. 18<sup>th</sup> Street, Chicago, Illinois); 17-20-405-015-0000 (844 W. 18<sup>th</sup> Street, Chicago, Illinois); 17-20-405-018-0000 (846 W. 18<sup>th</sup> Street, Chicago, Illinois); 17-20-405-024-0000 (1614 S. Newberry Ave., Chicago, Illinois); 17-20-405-025-0000 (1616 S. Newberry Ave., Chicago, Illinois); 17-20-405-035-0000 (830 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-039-0000 (Part of Lot 16) (1718 S. Newberry Avenue, Chicago, Illinois); 17-20-405-040-0000 (Part of Lot 16) (843 W. 16<sup>th</sup> Street, Chicago, Illinois); 17-20-405-041-0000 (Part of Lot 16) (843 W. 16<sup>th</sup> Street, Chicago, Illinois)