Doc#. 2203539088 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/04/2022 08:50 AM Pg: 1 of 10

This instrument prepared by: K. Lee Riley, Jr., Esq.

I affirm, under penalties of perjury, that I have taken reasonable care to redact any Social Security number from this instrument, unless required by law K. Lee Riley, Jr., Esq.

After recording retur...t): Lee Riley Law, LLC 2203 Gibson Avenue Wilmington, NC 28403

ASS'GN MENT OF LEASES AND RENTS (SEA Loan No. 27605191-08)

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made this day of December, 2021, by BEACON AUTO RE HOLDINGS, LLC, an Indiana limited liability company, its successors and assigns, whose mailing address is 275 Williams Avenue, Indianapolis Indiana 46206 (the "Assignor"), and LIVE OAK BANKING COMPANY, its successors and assigns, whose mailing address is 1741 Tiburon Drive, Wilmington, NC 28/03 (the "Assignee").

WHEREAS, the Assignee has agreed to loan to the Assignor, BEACON AUTO REPAIR LLC-S and BEACON AUTO REPAIR LLC-S SERIES 6 (collectively, the "Borrower") the sum of One Million Nine Hundred Forty Thousand and No/100 Dollars (\$1,940,000.00) (ii) e "Principal Sum") for which Principal Sum the Borrower has delivered a promissory note of even date herewith, payable to the order of the Assignee, which promissory note, together with any extensions or renewals thereof or substitutions therefor, is referred to as the "Note"; and

WHEREAS, the Assignor wishes and intends, by the execution and delivery of this Assignment, to secure (a) the full and punctual payment of (i) the Principal Sum, air interest thereon and all late charges and other fees and expenses due pursuant to the terms of the Note, and (ii) certain other indebtedness as hereinafter set forth, and (b) the performance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Note, this Assignment and all other documents executed and/or delivered in connection with the borrowing hereinabove described.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH, that the Assignor, in consideration of the premises and the sum of One Dollar (\$1.00) lawful money of the United States of America, to the Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely and unconditionally assigns and grants all of the property described herein, in connection with the Assignor's fee simple or leasehold interest (as indicated in the Title Policy) in the Land (commonly known as **7420 N. Milwaukee Avenue, Niles, Illinois**, and as more fully described on Exhibit A attached hereto and made a part hereof) unto the Assignee, its successors and assigns.

1016.207 Page 1

To secure to the Assignee for the benefit of the Assignee (a) the payment of the Indebtedness and (b) the performance of the Obligations.

AND THIS ASSIGNMENT FURTHER WITNESSETH, that the Assignor hereby represents, warrants, covenants and agrees as follows, and stipulates that a breach of any of the following representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Assignment and of the other Loan Documents.

ARTICLE I

DEFINITIONS

Section 1.01. <u>Definitions</u>. The capitalized terms used in this Assignment shall have the meanings indicated below unless the specific context in which such terms are used in this Assignment requires a different meaning. All capitalized terms which are not otherwise defined herein and which are defined that certain Mortgage of even date herewith executed and delivered by and between the Assigner and the Assignee (the "Mortgage") shall have the meanings set forth therein

ARTICLE II

ASSIGNMENT

Section 2.01. <u>Assignment of Leases and Rents.</u> The Assignor hereby grants, assigns, transfers and sets over unto the Assignee, all of Assignor's right, title and interest in and to any Leases, or any portion thereof, now or hereinatter entered into, together with all of the rents, royalties, issues, profits, revenues, income and other banefits of the Security including, without limitation, any security deposits thereunder or guaranties to secure performance by the Lessees of their obligations thereunder, whether such security deposits are to be held until the expiration of the terms of such Leases or applied to one or more installments of rent coming due immediately prior to the expiration of such terms; reserving in the Assignor a license to collect and receive the same until there is a default under this Assignment.

Section 2.02. <u>Covenants and Agreements</u>. The Assignor will carry out all of its covenants and agreements under all Leases which it has executed or may hereafter execute in connection with the Security, or any portion thereof. The Assignor will not enter into any Lease without thirty (30) days prior written notice to the Assignee. At any time within thirty (30) days after notice and demand by the Assignee, the Assignor will deliver to the Assignee a written statement in such reasonable detail as the Assignee may request, certified by the Assignor, of all of the Leases relating to the Security or any part thereof, including the names of all Lessees, the terms of all Leases and the rentals payable under all Leases, and, on demand, the Assignor will furnish to the Assignee executed counterparts of any such Leases. If any of such Leases provide for the giving by the Lessee of certificates with respect to the status of such Leases, the Assignor shall exercise its right to require such certificates within ten (10) days after any request therefor by the Assignee.

Section 2.03. <u>License to Collect Rents</u>. So long as there shall exist no default under this Assignment, the Assignor shall have a license, terminable by the Assignee upon the occurrence of a default hereunder, to collect upon, but not prior to accrual, the rents under the Leases (collectively, the "Rents"), such rents to be held in trust for the Assignee. Each month, upon the Assignor's compliance with all of its obligations required under the Loan Documents, the Assignor may retain such rents as were collected that month and held in trust for the Assignee. Upon the occurrence of a default hereunder, the license granted to the Assignor shall be automatically and

immediately revoked without any requirement of notice. Upon revocation of such license and following notification to the Lessees under such Leases by the Assignee that rents are to be paid to the Assignee, all rents shall be paid directly to the Assignee and not through the Assignor, it being understood that a demand by the Assignee on any Lessee under such Leases for the payment of rent following any default claimed by the Assignee shall be sufficient to warrant such Lessee making future payments of rent to the Assignee without the necessity of further consent by the Assignor.

Section 2.04. <u>Enforcement of Obligations</u>. The Assignor will, at its sole cost and expense, use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective Lessees under any Leases, or any portion thereof, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with such Leases or the obligations and undertakings of any Lessee thereunde.

Section 2.05. <u>No Further Assignment</u>. The Assignor will not further assign the whole or any part of the rents, income or profits arising from the Security or any part thereof without the prior written consent of the Assignee, and any assignment thereof without such consent shall be null and void.

Section 2.06. No Terminations, etc. The Assignor will not, without the prior written consent of the Assignee, (i) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent (c) ther than is customary) under, any present or future Lease, (ii) lease all or any part of the Security except upon lease forms which shall have been approved by the Assignee, or (iii) permit a lier or encumbrance on the Security or any part thereof superior to any such Lease other than the Permitted Liens.

If the Assignor has leased or shall hereafter lease the Section 2.07. Sale of Security. Security or any part thereof by Lease or Leases, any such Lease or Leases shall be subject to the condition that in the event of any sale of the Security, or any part thereof, pursuant to the default provisions of this Assignment, such Lease or Leases shall, at the solo option of Assignee, continue in full force and effect, and the Lessees thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord or lessor thereunder, unless the Assignee or such purchaser or purchasers or the Assignee, shall, at or prior to the time of such sale or sales or within sixty (60) days thereafter, notify the Lessees, in writing, to vacate and surrender the leased premises within ninety (90) days from the date of such sale or sales, in the event of which notice any such Lease or Leases shall fully terminate and expire at the end of such period of ninety (90) days from and after the date of such sale or sales; provided, however, that any such purchaser or purchasers shall not be bound by any payment of rent in advance or any amondment or modification of the Lease made without the prior written consent of the Assignee and such purchaser or purchasers.

Section 2.08. Indemnification. The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any Lease or Leases for all or any part of the Security, and the Assignor shall indemnify the Assignee for, and save them harmless from, any and all liability arising from any such Lease or Leases, or from any assignment thereof, and any such assignment shall not place the responsibility for the control, care, management or repair of the Security or any part thereof upon the Assignee, nor make the Assignee liable for any negligence in the management, operation, upkeep, repair or control of the Security or any part thereof resulting in loss or injury or death to any Lessee, agent or stranger.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

To induce the Assignee to make the Loan and to enter into this Assignment, the Assignor affirms the representations, warranties, covenants and agreements set forth in Article III, Article IV and Article V of the Mortgage. The Assignor acknowledges the Assignee's justifiable right to rely upon such representations, warranties, covenants and agreements.

ARTICLE IV

EVENTS OF DEFAULT

The occurrence of one or more of the following events (herein sometimes referred to as "Events of Default," or singularly an "Event of Default") shall constitute an Event of Default hereunder, and all such Events of Default are individually and collectively included in the term "default" as used herein:

Section 4.01. Failure to Pay Principal and Interest. The Assignor shall fail to pay promptly any payment of the Principal Suri or of any interest thereon as and when the same is due and payable in accordance with the terms of the Note.

Section 4.02. <u>Failure to Pay Othe Indebtedness</u>. The Assignor shall fail to pay promptly any of the other Indebtedness secured hereby as and when the same shall be due and payable in accordance with the terms hereof or of the Notr.

Section 4.03. <u>Default Under Other Loan Documents</u>. An event of default shall occur under any of the other Loan Documents, including without imitation, the Mortgage, and such event of default is not cured within any applicable grace period provined therein.

ARTICLE V

RIGHTS AND REMEDIES

If one or more of the Events of Default set forth in Article IV above snall occur, then in each and every such case, the Assignee, may at any time thereafter exercise any or all of the powers, privileges, discretions, rights or remedies set forth in Article VIII of the Morgage, and including without limitation, the following:

Section 5.01. <u>Automatic Revocation of License</u>. The Assignee may exercise its rights upon the automatic revocation of the license granted to the Assignor in Section 2.03 above, and the Assignee shall immediately be entitled to possession of all Rents and sums due under any Lease, whether or not the Assignee enters upon or takes control of the Property. In addition, the Assignee may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Loan, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess the Assignor and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of the Property in its own name, demand, sue for otherwise collect and receive all Rents and sums due under all Leases, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as the Assignee may deem proper and may apply the Rents and sums received pursuant to any Lease to the

payment of the following in such order notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as the Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Loan, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, the Assignee, at its option, may (1) exercise all rights and powers of the Assignor, including without limitation, the right to negotiate, execute, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease, (2) require the Assignor to vacate and surrender possession of the Property to the Assignee or to such other receiver and, in default thereof, the Assignor may be evicted by summary proceedings or otherwise, and (3) either require the Assignor to pay monthly in advance to the Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of the Assigno:

Section 5.02. Other Remedies. The Assignee, or at the Assignee's election, the Assignee, shall have the right from time to time to enforce any legal or equitable remedy against the Assignor and to sue the Assignor for any sum, whether interest, damages for failure to pay principal or any installments thereof, Taxes, or any other sums required to be paid under the terms of this Assignment, as the same become due, without regard to whether or not the Principal Sum secured or any other Indebtedness secured by this Assignment shall be due, and without prejudice to the right of the Assignee thereafter to enforce any appropriate remedy against the Assignor, including an action of foreclosure, or any other action, including an action for specific performance, for a default or defaults by the Assignor existing at the time such earlier action was commenced. Nothing contained in this Assignment shall preclude the Assigner from exercising or enforcing any rights it may now or hereafter have under or pursuant to any separate instrument of guaranty.

No Waiver, etc. NO FAILURE OR DELAY BY THE ASSIGNEE TO INSIST Section 5.03. UPON THE STRICT PERFORMANCE OF ANY TERM, CONDITION, COVENANT OR AGREEMENT OF THIS ASSIGNMENT OR OF ANY OF THE OTHER LOAN DOCUMENTS, OR TO EXERCISE ANY RIGHT, POWER OR REMEDY CONSEQUENT UPON A BREACH THEREOF, SHALL CONSTITUTE A WAIVER OF ANY SUCH TERM, CONDITION, COVENANT OR AGREEMENT OR OF ANY S JCH BREACH, OR PRECLUDE THE ASSIGNEE FROM EXERCISING ANY SUCH RIGHT, POWER OF AFMEDY AT ANY LATER TIME OR TIMES. BY ACCEPTING PAYMENT AFTER THE DUE DATE OF ANY AMOUNT PAYABLE UNDER THIS ASSIGNMENT OR UNDER ANY OF THE OTHER LOAN DOCUMENTS ASSIGNEE SHALL NOT BE DEEMED TO HAVE WAIVED THE RIGHT EITHER TO REQUIRE PROMPT PAYMENT WHEN DUE OF ALL OTHER AMOUNTS PAYABLE UNDER THIS ASSIGNMENT OR UNDER ANY OF THE OTHER LOAN DOCUMENTS, OR TO DECLARE A DEFAULT FOR FAILURE TO EFFECT SUCH PROMPT PAYMENT OF ANY SUCH OTHER AMOUNT. NEITHER THE ASSIGNOR NOR ANY OTHER PERSON NOW OR HEREAFTER OBLIGATED FOR THE PAYMENT OF THE WHOLE OR ANY PART OF THE INDEBTEDNESS NOW OR HEREAFTER SECURED BY THIS ASSIGNMENT SHALL BE RELIEVED OF SUCH OBLIGATION BY REASON OF THE FAILURE OF THE ASSIGNEE TO COMPLY WITH ANY REQUEST OF THE ASSIGNOR OR OF ANY OTHER PERSON SO OBLIGATED TO TAKE ACTION TO FORECLOSE THIS ASSIGNMENT OR OTHERWISE ENFORCE ANY OF THE PROVISIONS OF THIS ASSIGNMENT OR OF ANY OBLIGATIONS SECURED BY THIS ASSIGNMENT, OR BY REASON OF ANY AGREEMENT OR STIPULATION BETWEEN ANY SUBSEQUENT OWNER OR OWNERS OF THE SECURITY OR ANY PART THEREOF, OR BY THE ASSIGNEE EXTENDING THE TIME OF PAYMENT OR MODIFYING THE TERMS OF THE NOTE OR THIS ASSIGNMENT WITHOUT FIRST HAVING OBTAINED THE CONSENT OF THE ASSIGNOR OR SUCH OTHER PERSON, AND IN

THE LATTER EVENT, THE ASSIGNOR AND ALL SUCH OTHER PERSONS SHALL CONTINUE LIABLE TO MAKE SUCH PAYMENTS ACCORDING TO THE TERMS OF ANY SUCH AGREEMENT OF EXTENSION OR MODIFICATION UNLESS EXPRESSLY RELEASED AND DISCHARGED IN WRITING BY THE ASSIGNEE. REGARDLESS OF CONSIDERATION, AND WITHOUT THE NECESSITY FOR ANY NOTICE TO OR CONSENT BY THE HOLDER OF ANY SUBORDINATE LIEN ON THE SECURITY, THE ASSIGNEE MAY RELEASE THE OBLIGATION OF ANY PERSON AT ANY TIME LIABLE FOR ANY OF THE INDEBTEDNESS SECURED BY THIS ASSIGNMENT OR ANY PART OF THE SECURITY AND MAY EXTEND THE TIME OF PAYMENT OR OTHERWISE MODIFY THE TERMS OF THE NOTE OR THIS ASSIGNMENT WITHOUT, AS TO THE SECURITY OR THE REMAINDER THEREOF, IN ANYWISE IMPAIRING OR AFFECTING THE LIEN AND/OR SECURITY INTEREST OF THIS ASSIGNMENT OR THE PRIORITY OF SUCH LIEN AND/OR SECURITY INTEREST, AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AS IT MAY BE SO EXTENDED OR MODIFIED, OVER ANY SUBORDINATE LIEN. THE HOLDER OF ANY SUBORDINATE LIEN SHALL HAVE NO RIGHT TO TERMINATE ANY LEASE AFFECTING THE SECURITY WHETHER OR NOT SUCH LEASE IS SUBORDINATE TO THIS THE ASSIGNEE MAY RESORT FOR THE PAYMENT OF THE INDEBTEDNESS ASSIGNMENT. SECURED HEREBY TO THE PROPERTY OR TO ANY OF THE OTHER SECURITY IN SUCH ORDER AND MANNER AS THE ASSIGNEE MAY ELECT.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Payment by Others Any payment of the Indebtedness or any part thereof made in accordance with the terms of this Assignment or of the Note by any subsequent owner of the Security, or by any other Person whose interest in the Security might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Security, shall be deemed as between the Assignee and all Persons which at any time may be liable as aforesaid or may own or have an interest in the Security, to have been made on behalf of such Persons.

Section 6.02. <u>Notices</u>. All notices, demands, requests, consents, or approvals required under this Assignment to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to the Mortgagee:

LIVE OAK BANKING COMPANY

1741 Tiburon Drive Wilmington, NC 28403

with a copy to:

LEE RILEY LAW, LLC 4905 Gorham Avenue

Wilmington, NC 28409

Attn: K. Lee Riley, Jr., Esquire

If to the Borrower:

BEACON AUTO RE HOLDINGS, LLC

275 Williams Avenue,

Indianapolis Indiana 46206

Section 6.03. <u>Definitions</u>. Wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Assignment" shall mean this Assignment and any supplement or supplements hereto, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. The Assignee may release, compromise, modify or settle with any of the Assignor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of the Assignor

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hereunder or under the Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of the Assignor.

Section 6.04. <u>Successors and Assigns</u>. All of the grants, covenants, terms, provisions and conditions herein shall run with the Land and shall apply to, and bind the successors and assigns of the Assignor (including any permitted subsequent owner of the Security or any portion thereof) and inure to the benefit of the Assignee, its successors and assigns.

Section 6.05. <u>Amendments</u>. This Assignment may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 6.06. Illegality. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the finit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Assignor to pay interest, principal, principal and interest, or any other of the Indebtedness secured by this Assignment, operates or would prospectively operate to invalidate this Assignment in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Assignment shall remain operative and in full force and effect; and if such clause or provision requires the Assignor to pay interest, principal, principal and interest or any other of the Indebtedness secured by this Assignment, then at the option of the Assignee, the entire unpaid Principal Sum, with all unpaid interest accrued thereon and all other unpaid Indebtedness secured by this Assignment shall become due and payable.

Section 6.07. Governing Law. This Assignment is being executed and delivered in the State and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of North Carolina (exclusive of conflicts of laws provisions).

Section 6.08. Entire Agreement. This Assignment constitutes the entire agreement as to the matters contained herein.

Section 6.09. Waiver of Jury Trial. THE LENDER AND THE PORROWER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE ASSIGNEE OR THE ASSIGNOR MAY BE PARTIES, ARISING OUT OF, OR IN ANY WAY FERTAINING TO, THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE ASSIGNEE AND THE ASSIGNOR, AND THE ASSIGNEE AND THE ASSIGNOR EACH HEREBY REPRESENT. THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BOTH THE ASSIGNOR AND THE ASSIGNEE FURTHER REPRESENT THAT THE ASSIGNOR AND THE ASSIGNEE HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF EACH OF THE ASSIGNOR'S AND THE ASSIGNEE'S OWN FREE WILL, AND THAT THE ASSIGNOR AND THE ASSIGNEE HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN VITNESS WHEREOF, the Assignor has caused this Assignment to be executed under seal by its duly authorized representative as of the date first written above. SOCIATION COO!

BEACON AUTO RE HOLDINGS, LLC

Míchael-Bryant Hicks. Authorized Member

OMNI A. MCCOLLUM Notary Public - North Carolina SEAL Forsyth Count

Jasmin Tirado Hicks, Authorized Member The Clarks (SEAL) OMNI A. McCOLLUM Notary Public - North Carolina Forsyth County

My Commission Expires **2811**

STATE OF ILLINOIS NORTH (are ling

COUNTY OF FOYSUM

I HEREBY CERTIFY, that on this $\frac{\chi_0^{\text{hm}}}{2}$ day of December, 2021, before mo, the undersigned Notary Public of said State, personally appeared MICHAEL-BRYANT HICKS and 3/251/IIN TIRADO HICKS, who acknowledged themselves to be the Authorized Members of BEACU'N AUTO RE HOLDINGS, LLC, an Indiana limited liability company, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 08/10/19991

OMNI A. McCOLLUM Notary Public - North Carolina Forsyth County

My Commission Expires

BORROWER ACKNOWLEDGMENT

Acknowledged and agreed to as of the day and date first above written.

BEACON AUTO REPAIR LLC-S

Notary Public - North Carolina EAL) Forsyth Co ly Commission Expires Michael-Bryant Hicks,

Authorized Member

DOOP OF COOP F Jasmin Tirado Hicks

OMNI A. McCOLLUM Notary Public - North Carolina SEAL) Forsyth County My Commission Expires 1

OMNI A. McCOLLUM

Authorized Member

OMNIA, McCOLLUM BEACON AUTO REPAIR LLC-S SER ES 6 Foreign Country My Commission Expires 18

Michael-Bryant Hicks Authorized Member

Jasmin Tirado Hicks

Authorized Member

OMNIA, McCOLLUM SEAN tary Public - North Carolina Forsyth Count

North Wisting STATE OF ILLINOIS, CITY/COUNTY OF FOISYTh

Notary Public of said State, personally appeared MICHAEL-BRYANT HICKS and JASIVIN TIRADO HICKS, who acknowledged as the authorized members of BEACON AUTO REPAIR LLC-S and BEACON AUTO REPAIR LLC-S SERIES 6, each an Indiana corporation known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires: 01/10/2020

> OMNI A. McCOLLUM Notary Public - North Carolina Forsyth County

Commission Expires

mi A. Welaller

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UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: 21GND669002PK

For APN/Parcel ID(s): 10-30-308-030-0000, 10-30-308-029-0000, 10-30-308-031-00000 and

10-30-308-032-0000

LOTS 19, 20, 21 AND 22 IN BLOCK 46 IN THE HULBERT MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOT 1 IN THE RESUBDIVISION BY ELIZABETH REDLING, OF PART OF ORTH, MS.

OR COOK COUNTY CLOTH'S OFFICE LILL AND DIVERSEY'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIF 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.