

# UNOFFICIAL COPY

Prepared By: Lima One Capital,  
LLC

Urban Prospect Homes, LLC  
\$1,253,850.00  
January 14, 2022



Doc# 2206115022 Fee \$105.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/02/2022 02:30 PM PG: 1 OF 14

After Recording Return to:  
Lima One Capital, LLC  
201 East McBee Avenue Suite 300,  
Greenville, SC 29601

## COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of January 14, 2022, by Urban Prospect Homes, LLC, a Illinois Limited Liability Company having its principal place of business at 2041 Suffolk Road, Northfield, IL 60093 (the "Assignor") in favor of Lima One Capital, LLC, a Georgia Limited Liability Company at its principal place of business at 201 East McBee Avenue Suite 300, Greenville, SC 29601 (the "Assignee").

### WITNESSETH

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to Assignee, any and all leases or leases, with amendments, if any, and all month-to-month tenancies with respect to portions or all of the real property known 8321 S Kingston, Chicago, IL 60617, 11918 S State St, Chicago, IL 60628, 12314 S Normal Ave, Chicago, IL 60628, 7118 S Langley, Chicago, IL 60619, 7539 S Ellis, Chicago, IL 60619, 11228 S Eggleston, Chicago, IL 60628, 236 W 118th Street, Chicago, IL 60628, 8015 S Stewart Ave, Chicago, IL 60620, 11526 S Parnell Avenue, Chicago, IL 60628, 11824 S Peoria St., Chicago, IL 60643, 12813 S Union Ave., Chicago, IL 60628, 11831 S Prairie Ave, Chicago, IL 60628, 12156 S Harvard Ave, Chicago, IL 60628, 119 W 118th Street, Chicago, IL 60628, and 8641 S Bennet Avenue, Chicago, IL 60617 and more particularly described on SCHEDULE A, attached hereto and made a part hereof (the "Premises"), and any extensions and renewals thereof and any guarantees of the lessee's obligations thereunder, and all rents, income, and profits arising from the leases and extensions and renewals thereof, if any, and together with all rents, income, and profits due or to become due from the Premises and from any and all of the leases or tenancies for the use and occupancy of the Premises or any part thereof which are now in existence or which may be created in the future during the term of this Assignment, whether or not recorded; together with and including, the Assignor's entire interest in any lease, tenancy, rental, or occupancy agreement now existing or which may be made hereafter affecting the Premises (all of the aforementioned leases and tenancies, now or hereafter existing, are hereinafter referred to as the "Lease" or "Leases") and together with all the right, power, and authority of the Assignor to alter, modify, or change or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the lessee from the performance or observance by the lessee of any obligation or condition thereof or to accept rents or any other payments thereunder for more than thirty (30) days prior to accrual, for the purposes of securing (a) payment of all sums now or at any time hereunder due the Assignee as evidenced by that certain Commercial Promissory Note from Assignor, in the amount of up to \$1,253,850.00 of even date herewith, including any extensions or renewals thereof (the "Note"), and secured by an Commercial Mortgage, Security Agreement and Fixture Filing from Assignor, of even date herewith (the "Mortgage"), which Mortgage will be recorded on the date that this instrument is recorded, and (b) performance and discharge of each and every obligation, covenants, and agreement contained herein and in the Mortgage, the Note, and any and all other documents executed and/or delivered in connection therewith.

Assignor and Assignee further hereby agree as follows (all capitalized terms used herein but not defined herein shall have the meaning ascribed in the Loan Agreement):

(1) **Performance of Leases.** Assignor shall at all times keep, perform, and observe all of the covenants, agreements, terms, provisions, conditions, and limitations of each lease affecting the Premises on its part to be kept, and performed thereunder. Assignor shall not, without the written consent of Assignee, directly or indirectly cancel, terminate, waive or release any lessee from the performance or observance of any obligation or condition thereof, or accept any surrender or modify or amend any lease affecting the Premises, or accept rents or any payments thereunder for more than thirty (60) days prior to accrual.

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**(2) Prohibition of Transfer.** So long as the Note shall remain unpaid or the Mortgage unreleased, Assignor shall not convey the Premises to any lessee or to anyone else.

**(3) Rental Information.** Assignor shall, during the term of the Note, at the request of Assignee, deliver to Assignee all information related to each Lease and the Mortgaged Property required by the Loan Agreement.

**(4) Subsequent Leases.** All subsequent Leases and tenancies for the use and occupation of the Premises or any part thereof shall be and are hereby made subject to all of the terms of this Assignment. Assignor agrees to deliver copies of all subsequent Leases to Assignee promptly upon their execution.

**(5) Indemnification.** Assignee shall not be obligated to perform or discharge any obligation under any Lease, or under or by reason of this Assignment, and Assignor hereby agrees to indemnify Assignee against and hold it harmless from any and all liability, loss, or damage which it may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of any Lease; should Assignee incur any such liability, loss, or damage under any Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon at the rate set forth in the Note, shall be secured hereby and by the Mortgage, and Assignor shall reimburse Assignee therefor immediately upon demand.

**(6) Right to Enter and Possess.**

(a) Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Mortgage, or the Note or the Loan Agreement, or in any other document, instrument, or agreement executed and/or delivered in connection herewith or therewith, or in Assignor's covenants in any Lease, Assignee may, at its option, without notice, and without regard to the adequacy of the security for the indebtedness hereby secured, in person or by agent, with or without bringing any action, suit, or proceeding: (1) enter upon and take possession of the Premises, and have, hold, manage, lease, and operate the same on such terms, employing such management agents, and for such period of time as Assignee may deem proper; (2) collect and receive all rents, issues, and profits of the Premises, including those past due, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto as it may deem proper and make, enforce, modify, and accept the surrender of any Leases; (3) fix or modify rents; (4) do all things required of or permitted to Assignor under any Lease; (5) do any acts which Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full; (6) either with or without taking possession of the Premises, in its own name, sue for or otherwise collect and receive all rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, management agents' fees, and, if Assignee manages the Premises with its own employees, an amount equal to the customary management agents' fees charged for similar property in the area where the Premises are located, upon any indebtedness secured hereby in such order as Assignee may actually receive from the Premises. Nothing contained in the foregoing provisions shall impair or affect any right or remedy which the Assignee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which the Assignee may have hereunder or in any of the other Loan Documents.

(b) Assignee shall not be accountable for more monies than it actually receives from the Premises; nor shall it be liable for failure to collect rents for any reason whatsoever. It is not the intention of the parties hereto that an entry by Assignee upon the Premises under the terms of this instrument shall constitute Assignee as a "Mortgagee in possession" in contemplation of law, except at the option of Assignee. Assignor shall facilitate, in all reasonable ways, any action taken by Assignee under this Section 6 and Assignor shall, upon demand by Assignee, execute a written notice to each lessee and occupant directing that rent and all other charges be paid to Assignee.

**(7) Representations and Warranties.** Assignor hereby represents and warrants that:

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(a) Assignor has not executed any prior assignment or pledge of any of its rights as lessor under any Lease, nor are its rights encumbered with respect to any Lease, or any of the rents, income, or profits due or to become due from the Premises, except that they are encumbered by the Mortgage and herein;

(b) Assignor has good right to assign any Lease and the rents, income, and profits due or to become due, from the Premises;

(c) Each Lease assigned hereunder is an Eligible Lease to an Eligible Tenant;

(d) Assignor has not done anything that might prevent Assignee from or limit Assignee in acting under the provisions hereof;

(e) Assignor has not accepted rent under any Lease or under any rental or occupancy agreement more than Sixty (60) days in advance of its due date;

(f) All present Leases, together with all amendments and modifications thereto and all collateral agreements, letter agreements, waivers, and other documents affecting said Leases are valid, enforceable, and unmodified, and copies thereof have been furnished to Assignee, and there is no present default by any party thereto.

**(8) Assignor's Rights Prior to Default.** So long as there is no default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Mortgage, Note, or any other document, instrument, or agreement executed and/or delivered in connection therewith or evidencing or securing said indebtedness, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues, and profits from the Premises and to retain, use, and enjoy the same.

**(9) Successors and Assigns.** All rights of Assignee in, to, and under this Agreement and any other instrument or document executed and/or delivered in connection herewith shall pass to and may be exercised by any assignee thereof. Assignor agrees that, in the event of an assignment of this Agreement and notice of such assignment to Assignor, the liability of Assignor to a holder for value of this Agreement shall be immediate and absolute and not affected by any actions of Assignee and that Assignor will not set up any claim against Assignee as a defense, counterclaim, or setoff to any action for the unpaid balance owed under this Agreement or for possession brought by said holder. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns and any subsequent holder of the Note, and all Obligations of Assignor shall bind the heirs, executors, administrators, successors, and assigns of Assignor.

**(10) Release of Mortgage.** Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of a full release of the Mortgage executed by the then holder of the Mortgage, this Assignment shall become and be void and of no effect.

**(11) Modification.** This Assignment may not be changed orally, but only by an agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.

**(12) Miscellaneous.** Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of the rights and remedies under the Note and the Mortgage, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor held by it may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken by it hereunder. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof, and Assignee may thereafter insist upon strict performance.

**(13) Headings.** The headings of the sections of this Assignment are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

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**(14) Severability.** If any term, clause, or provision hereof shall be adjudged to be invalid or unenforceable, the validity or enforceability of the remainder shall not be affected thereby and each such term, clause, and provision shall be valid and enforceable to the fullest extent permitted by law.

**(15) Jurisdiction.** AT LENDER'S ELECTION, TO BE ENTERED IN ITS SOLE DISCRETION, ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BORROWER OR LENDER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN South Carolina, AND BORROWER WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

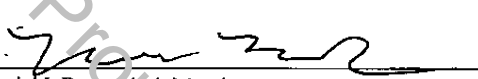
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IN WITNESS WHEREOF, the Assignment has been duly signed, sealed, and acknowledged and delivered on **January 14, 2022**.

ASSIGNOR HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE COPY OF THIS ASSIGNMENT WITHOUT CHARGE.

ASSIGNOR: **Urban Prospect Homes, LLC,**  
a **Illinois Limited Liability Company**

  
By: Daniel I. Rosenthal, Member

  
By: Joseph S. Rosenthal, Managing Member

  
By: Michael J. Rosenthal, Member


State of IL  
County of COOK

On this, the 14 of **January 2022**, before me, the undersigned, personally appeared, **Daniel I. Rosenthal, Member, Joseph S. Rosenthal, Managing Member, and Michael J. Rosenthal, Member** of **Urban Prospect Homes, LLC** known to me, or satisfactorily proven to be the person whose name 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 seals.

[SEAL]



  
Notary Public  
Yuri SAFONOV  
Print Name  
03-29-2025  
My Commission Expires

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SCHEDULE A  
PROPERTY DESCRIPTION

Property address commonly known as: 8321 S Kingston, Chicago, IL 60617, 11918 S State St, Chicago, IL 60628, 12314 S Normal Ave, Chicago, IL 60628, 7118 S Langley, Chicago, IL 60619, 7539 S Ellis, Chicago, IL 60619, 11228 S Eggleston, Chicago, IL 60628, 236 W 118th Street, Chicago, IL 60628, 8015 S Stewart Ave, Chicago, IL 60620, 11526 S Parnell Avenue, Chicago, IL 60628, 11824 S Peoria St., Chicago, IL 60643, 12813 S Union Ave., Chicago, IL 60628, 11831 S Prairie Ave, Chicago, IL 60628, 12156 S Harvard Ave, Chicago, IL 60628, 119 W 118th Street, Chicago, IL 60628, and 8641 S Bennet Avenue, Chicago, IL 60617

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## SCHEDULE A/LEGAL DESCRIPTION

### PARCEL 1:

LOT 40 IN BLOCK 37 IN HILL'S ADDITION TO SOUTH CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 8321 S. Kingston Avenue, Chicago, IL 60617

PIN: 21-31-303-009-0000

### PARCEL 2:

LOT 107 IN BLOCK 1 IN YOUNG AND CLARKSON'S SECOND ADDITION TO KENSINGTON BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE EAST 13.565 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 11918 S. State Street, Chicago, IL 60625

PIN: 25-28-207-059-0000

### PARCEL 3:

LOT 46 IN BLOCK 3 IN HARVEY B HURD'S ADDITION TO WEST FULLMAN, SAID ADDITION BEING A SUBDIVISION OF BLOCKS 4 AND 5 IN ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 12314 S. Normal Avenue, Chicago, IL 60628

PIN: 25-28-305-028-0000

### PARCEL 4:

LOT 8 IN WITHERELL'S SUBDIVISION OF BLOCK 2 IN NORTON'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 7118 S. Langley Avenue, Chicago, IL 60619

PIN: 20-27-205-023-0000

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**PARCEL 5:**

LOT 34 IN BLOCK 47 IN CORNELL IN SECTION 26, SECTION 35, AND SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address: 7539 S. Ellis Avenue, Chicago, Il 60619

PIN: 20-26-304-013-0000

**PARCEL 6:**

LOT 11 AND THE NORTH 1/2 OF LOT 12 IN BLOCK 15 IN SHELDON HEIGHTS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 11228 S. Eggeston Avenue, Chicago, Il 60628

PIN: 25-21-114-021-0000

**PARCEL 7:**

LOT 31 IN BLOCK 2 IN THOMAS SCANLAN'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 236 W. 118th Street, Chicago, Il 60628

PIN: 25-21-416-038-0000

**PARCEL 8:**

LOT 36 IN BLOCK 4 IN FORSYTHE'S SUBDIVISION OF THE NORTH 32 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 8015 S. Stewart Avenue, Chicago, IL 60620

PIN: 20-33-208-006-0000

**PARCEL 9:**

LOT 31 IN CHARLES H. BRANDT'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 11526 S. Parnell Avenue, Chicago, Il 60628

PIN: 25-21-306-018-0000



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PARCEL 10:

LOT 11 IN BLOCK 4 IN THE RESUBDIVISION OF THE WEST 1/2 OF BLOCK 8 AND 11 AND ALL OF BLOCKS 9 AND 10 (EXCEPT LOTS 19, 22 AND 23 IN BLOCK 10) IN ORIGINAL SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address: 11824 S. Peoria Street, Chicago, IL 60643

PIN: 25-20-421-026-0000

PARCEL 11:

LOT 36 AND THE SOUTH 7 1/2 FEET OF LOT 37 IN BLOCK 3 IN NEW ROSELAND, A SUBDIVISION OF PART OF FRACTIONAL SECTION 33, NORTH OF THE INDIAN BOUNDARY LINE, PART OF FRACTIONAL SECTIONS 28 AND 33, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1937 AS DOCUMENT NUMBER 9813257, IN COOK COUNTY, ILLINOIS.

Address: 12813 S. Union Avenue, Chicago, IL 60628

PIN: 25-33-103-066-0000

PARCEL 12:

LOT 16 IN BLOCK 3 IN ST. SALOMAE'S SECOND ADDITION, BEING A SUBDIVISION OF BLOCK 6 (EXCEPT THE WEST 141 FEET THEREOF) OF FIRST ADDITION TO KENSINGTON IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 11831 S. Prairie Avenue, Chicago, IL 60628

PIN: 25-22-323-016-0000

PARCEL 13:

LOT 22 (EXCEPT THE NORTH 16 2/3 FEET) AND ALL OF LOT 23 IN BLOCK 28 IN WEST PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 12156 S. Harvard Avenue, Chicago, IL 60628

PIN: 25-28-216-027-0000

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PARCEL 14:

LOT EIGHT (EXCEPT THE EAST 13 FEET THEREOF), THE EAST 20 FEET OF LOT NINE IN BLOCK EIGHT, IN JAMES R. MANN'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF BLOCKS 7,8,9 IN ALLEN'S SUBDIVISION OF THE WEST 49 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 119 W. 118th Street, Chicago, Il 60628

PIN: 25-21-427-035-0000

PARCEL 15:

LOT 29 IN PERNOD'S RESUBDIVISION OF BLOCK 16 IN KYLE'S SUBDIVISION OF BLOCKS 11 AND 16 OF CONSTANCE, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 8641 S. Bennett Avenue, Chicago, Il 60617

PIN: 20-36-330-014-0000

Property of Cook County Clerk's Office