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Doc# 2217357033 Fee \$88.00

SHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/22/2022 02:52 PM PG: 1 OF 15

Prepared by, and after recording  
return to:  
Greenberg Traurig, LLP  
1717 Arch Street, Suite 400  
Philadelphia, Pennsylvania 19103  
Attention: Ana C. Montalón, Esquire

**ASSIGNMENT OF ASSIGNMENT OF RENTS AND LEASES**

**FOR VALUE RECEIVED**, CAPITAL FUNDING, LLC ("Assignor"), a Maryland limited liability company, having an office at 1422 Clarkview Road, Baltimore, Maryland 21209, hereby assigns and transfers to TMI TRUST COMPANY as trustee for the CAPITAL FUNDING MORTGAGE TRUST – 017 ("Assignee"), having its address at 901 Summit Avenue, Fort Worth, Texas 76102, all of its right, title and interest in, to and under that certain Assignment of Rents and Leases dated June 29, 2021 by and between MAYFIELD PROPERTY LLC, a Delaware limited liability company, and Assignor, covering certain real property as described in the recorded Assignment of Rents and Leases attached hereto as Exhibit A.

*Doc 21882020*

[Signature page follows]

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TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever.  
EXECUTED THIS 24 day of June, 2021. and effective June 30, 2021

CAPITAL FUNDING, LLC,  
a Maryland limited liability company

By: Jennifer Loucks  
Name: **Jennifer M. Loucks**  
Title: **Vice President**

STATE OF Maryland  
COUNTY OF Baltimore

On this 24th day of June, 2021, before me, a Notary Public in and for said County and State, personally appeared Jennifer Loucks who acknowledged herself to be the authorized signatory of CAPITAL FUNDING, LLC, and that she, being duly authorized to do so, executed the foregoing instrument in the capacity and for the purposes therein stated.  
WITNESS my hand and official seal the day and year aforesaid.

Ashleigh K. Roksiewicz  
Notary Public  
My Commission Expires:

**ASHLEIGH K. ROKSIEWICZ**  
NOTARY PUBLIC  
Baltimore County  
State of Maryland  
My Comm. Expires March 17, 2025

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Exhibit A

**Recorded Assignment of Rents and Leases  
(see attached)**

Property of Cook County Clerk's Office

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

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

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Record and return to:  
Madison Title Agency, LLC  
1125 Ocean Avenue  
Lakewood, NJ 08701  
MTA No 012710A

**Recording Requested By**  
**And When-Recorded Mail To:**

Capital Funding, LLC  
1422 Clarkview Road  
Baltimore, Maryland 21209  
Attention: Stephanie Jenifer

Property of Cook County Clerk's Office

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## ASSIGNMENT OF RENTS AND LEASES

MAYFIELD PROPERTY LLC,  
a Delaware limited liability company  
(:s Assignor)

CAPITAL FUNDING LLC,  
a Maryland limited liability company  
(as Agent)

Dated: June 29, 2021

MAYFIELD CARE CENTER  
5905 West Washington Blvd, Chicago, IL 60644

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## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") made as of June 29, 2021, by and between MAYFIELD PROPERTY LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor") and CAPITAL FUNDING, LLC, a Maryland limited liability company, in its capacity as Agent (in such capacity, "Agent") for the Lenders (as defined below). All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

### 1. RECITALS

1.1 This Assignment is made as additional security for a loan by Lenders and Agent to Assignor and certain other parties to the Loan Agreement as the other "Borrowers" (together with Assignor, each individually and collectively, "Borrower") in the principal amount of Fifty-Five Million Five Hundred Forty-Four Thousand Six Hundred Five and No/100 Dollars (\$55,544,605.00) (the "Loan") which Loan is made pursuant to a Loan Agreement dated of even date herewith between Borrower, Agent and the financial institutions who are or hereafter become parties to the Loan Agreement (collectively or individually, as the context may require, referred to herein as "Lender" or "Lenders") (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"); and evidenced by that certain Promissory Note, dated the date hereof, made by Assignor in favor of Lenders and Agent, in the principal amount of the Loan, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"), and secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing dated of even date herewith by Assignor in favor of Lenders and Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument"), and as security for certain other Loan Obligations (as defined in the Loan Agreement). The Loan is secured in part by the real property in the City of Chicago, State of Illinois, as more particularly described on Exhibit A attached hereto and the improvements and certain personal property now or hereafter located thereon (collectively, the "Property").

1.2 Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

### 2. GRANTING CLAUSES

2.1 In consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof, and to assure performance of the agreements contained herein and in the Loan Documents, Assignor hereby absolutely and unconditionally assigns and grants to Lender Assignor's right, title and interest in and to the following:

(a) That certain Lease Agreement made as of the date hereof by and between Assignor (as Landlord or Lessor) ("Landlord"), and MAYFIELD CARE AND REHABILITATION CENTER LLC, a Delaware limited liability company (as Tenant or Lessee) ("Lessee") with respect to the Facility (as defined in the Security Instrument), together with any other oral or written leases, ground leases, subleases, licenses, concessions, occupancy agreements

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and other agreements for the use or occupancy of the Property or any portion thereof, made or agreed to by, any person or entity and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Property, or any possessory interest therein, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively, the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(c) Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(d) Any and all guaranties (collectively, the "Guaranties") of any of the Leases, and the rights, powers, privileges, and other benefits of the Assignor under the Guaranties;

(e) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Assignor under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Assignor is or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted;

and during an Event of Default and to the extent permitted by law, Assignor hereby authorizes Agent:

(1) to manage the Property and let and relet the Property, or any part thereof according to Agent's own discretion;

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(2) to prosecute or defend any suits in connection with the Property in the name of any or all of Lenders or Agent or Assignor as it may consider desirable;

(3) to enforce or take any other action in connection with the Leases in the name of any or all of Lenders, Agent or Assignor;

(4) to make such repairs to the Property as Agent may deem reasonably advisable; and

(5) to do anything in or about the Property that Agent may deem reasonably advisable or that the Assignor has the right or power to do.

**TO HAVE AND TO HOLD** unto Agent, for its benefit and the benefit of Lenders, its successors and assigns, forever, subject to and upon the terms set forth herein.

2.2 Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Assignor shall have the right and license to collect and use all rentals due under the Leases, and, subject to the covenants and restrictions on Assignor contained in Section 3 and the other sections or paragraphs of this Assignment, to exercise the Rights herein provided, however, that such license shall be revoked upon the occurrence of an Event of Default and during the continuation thereof.

### 3. COVENANTS

3.1 No Other Assignment. Assignor warrants, represents, and covenants that (a) it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder, (b) there has been no previous and, without Agent's prior written consent as to form and substance, Assignor will permit no future subleases, encumbrances or assignment (as collateral or otherwise) of the Assignor's right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Agent, that, (c) neither Assignor nor to Assignor's knowledge, the lessees are in default under the Leases nor to Assignor's knowledge has any event occurred which would with the passage of time become a default, (d) to Assignor's knowledge, the lessees have no defenses, setoffs, or counterclaims against the lessor under the Leases, (e) no rent reserved in the Leases has been assigned or anticipated, and (f) no rent for any period subsequent to the date hereof has been collected for more than one month in advance of the time when the said rent becomes or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Agent by Assignor.

3.2 Management. At all times until this Assignment is released, or until the assignment granted hereby is exercised by Agent, and at all times thereafter during which Agent is not in actual or constructive possession of the Property, Assignor shall cause the Property to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Assignor shall not collect any of the Rents in advance, except security and similar deposits and that monthly rent due and payable under the Leases may be collected for each current month in

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advance. Assignor shall not terminate or alter, modify, amend, or change in any manner any of the terms of any of the Leases or the Guaranties, or give any consent, concession, or waiver under any of the Leases, or exercise any option available to the lessor under the Leases in the event of casualty damage or condemnation affecting the Property, or accept the surrender thereof or consent to any assignment or subletting under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein so as to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Agent, in Agent's sole and absolute discretion. Assignor shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases to any security deed, mortgage, or other encumbrance, or permit, consent, or agree to such subordination without the prior written consent of the Agent in Agent's sole and absolute discretion. Except to the extent that Assignor is acting in the ordinary course of business and to the extent commercially reasonable, Assignor shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee as soon as reasonably necessary to protect such lessor's interest or promptly upon written request from Agent, and in the event Agent requests that such a specific action be taken, to use all commercially reasonable efforts to cause such action to be taken promptly. Assignor shall execute and deliver, at the written request of Agent, all such further assurances and assignments as Agent from time to time shall reasonably require. If Assignor becomes aware that any lessee proposes to do, or is doing, any act or thing that may give rise to any right of set-off against rent, Assignor shall take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, notify Agent thereof and of the amount of said set-offs, and within ten (10) days after such accrual, reimburse the lessee who shall have acquired such right to set-off or take such other steps in furtherance of the effective discharge of such set-off (and diligently pursues same to completion) and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

3.3 Execution of Leases. Except as herein permitted or except for the admission of patients or residents to the Facilities, as permitted by the Loan Agreement, Assignor shall not permit any leases to be made hereafter of all or any portion of the Property except with Agent's prior written consent, which consent is in Lender's sole and absolute discretion. Assignor, at Lender's request, shall furnish Agent with executed copies of all Leases now existing or hereafter made by Assignor. All Leases shall be in form and substance reasonably satisfactory to Agent. All Leases of non-residential space for terms greater than one month shall specifically provide (a) that they are subordinate to the Security Instrument, (b) that the lessee shall attorn to Lenders and/or Agent effective upon Agent or Lenders acquisition of title to the Property, (c) that the lessee agrees to execute such further evidences of attornment as Agent may from time to time request, (d) that the attornment of the lessee shall not be terminated by foreclosure, and (e) that Agent and/or Lenders may, at Agent and/or Lender's option, accept or reject such attornment. Assignor shall furnish, from time to time at Agent's request, a rent schedule for the Property, certified by Assignor, showing the name of each lessee and, for each lessee, the space occupied, the lease expiration date, the amount of the security deposit and the rent paid.

3.4 Notice of Landlord's Default. Assignor shall cause notice to be given to Agent of any notice of default by the lessor under any of the Leases, promptly upon the receipt of notice of



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such default, but (where such defaults include a cure period) in all events in sufficient time to afford to Agent an opportunity to cure any such default prior to the lessee under the subject Lease having any right to terminate the Lease by reason of such default.

3.5 Agent and Lenders to be Creditor of Lessee. To the extent permitted by law, Agent and Lenders shall be deemed to be the creditor of each lessee in the Leases in respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Lenders or Agent, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Assignor hereby assigns to Agent, for its benefit and the benefit of Lenders any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Agent and Lenders to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Lenders and/or Agent as such creditor in payment of the principal and interest installments secured by or to be paid under the Loan next falling due. To the extent permitted by law, Assignor hereby appoints Agent and Lenders as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

## 4. DEFAULTS AND REMEDIES

4.1 Defaults. The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents shall constitute an Event of Default hereunder.

4.2 Exercise of This Assignment of Rents and Leases.

(a) Agent may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property (to the extent permitted by law), or both, and otherwise exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lenders and Agent without waiving such Event of Default.

(b) In the event Agent elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Assignor such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Agent and Lenders, from time to time upon the occurrence and during the continuation of any Event of Default under this Assignment, shall have all the rights granted hereby.

4.3 Nature of Remedies. No delay or omission on the part of Agent or Lenders in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Agent and Lenders under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Property, or either of them, at the sole discretion of Agent and may be exercised as often as occasion therefor shall arise.

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4.4 Application of Rents. Agent shall have the power to apply the Rents and Damages in such order as Agent may determine, to the payment of the indebtedness represented by the Note, including without limitation the payment of all advances and reasonable expenses incurred by Lender under the Security Instrument and all expenses for the care and management of the Property, including taxes, insurance (as required by the terms of the Loan Agreement), assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents, and servants, which expenses Agent may reasonably deem to be necessary to exercise the powers granted to the Lenders and Agent hereunder (subject however, to the terms of the Loan Agreement). The receipt by Agent of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Note or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 Limitation of Agent's Obligations. Agent's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Agent shall not be liable for uncollected rents or for any claim for damages or set-offs arising out of Agent's management of the Property other than for damages arising from Agent's gross negligence or willful misconduct. Agent shall not be liable to any lessee under the Leases for the return of any security deposit made under any Lease of any portion of the Property unless Agent shall have received such security deposit from the lessor of such lessee. Agent shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Agent be responsible for any act committed by the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Agent a mortgagee in possession of the Property or any part thereof.

4.6 Reimbursement. Assignor shall reimburse, indemnify, and hold harmless Lenders and Agent for and from any and all reasonable expenses, losses, damages, and liabilities which Lenders and Agent may incur by reason of this Assignment, or any of the rights granted in this Assignment, except for any such expense, loss, damage or liability caused by Agent's gross negligence or willful misconduct. Any and all amounts due to Lenders and Agent under this Section 4.6 shall be immediately due and payable following written notice to Assignor, and shall be added to the principal amount of the Notes and secured by this Assignment and the other Loan Documents.

4.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Agent upon written demand from Agent stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Agent is rightfully entitled to such rent.

## 5. MISCELLANEOUS

5.1 Modification of Loan Terms. If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, or if the Loan is renewed, modified, or replaced, or if any security for the Loan is released, Assignor and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions,

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renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lenders and Agent.

5.2 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Property.

5.3 Notices. The provisions of the Loan Agreement concerning the giving and receipt of notices shall apply to any notice or other communication given under this Assignment.

5.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

5.5 Severability. If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by law.

5.6 Termination. Upon the indefeasible payment in full of the Debt, this Assignment shall terminate whereupon Agent shall deliver a termination of this Assignment in proper form for recording.

5.7 Waiver of Jury Trial. **ASSIGNOR AND LENDER BY ACCEPTANCE HEREOF, WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR ASSIGNOR WITH RESPECT TO THE LOANS DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ASSIGNOR AGREES THAT LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF ASSIGNOR IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOANS, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN ASSIGNOR AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

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END OF TEXT ON THIS PAGE  
SIGNATURE ON FOLLOWING PAGE

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

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


Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

**MAYFIELD PROPERTY LLC,**  
a Delaware limited liability company

By:   
Shalom Stein, Authorized Signatory

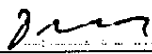
Property of Cook County Clerk's Office

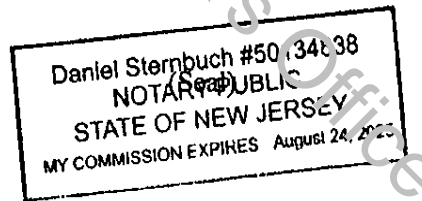
### NOTARY ACKNOWLEDGMENT CORPORATION OR OTHER ENTITY

STATE OF NEW JERSEY )  
) SS  
COUNTY OF Ocean

I CERTIFY that on May 12 2021, SHALOM STEIN personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as AUTHORIZED SIGNATORY of Mayfield Property LLC, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

  
Notary Public



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AGENT:

**CAPITAL FUNDING, LLC,**  
a Maryland limited liability company

By: Jennifer Loucks  
Name: \_\_\_\_\_  
Title: **Jennifer M. Loucks**  
**Vice President**

STATE OF MARYLAND :  
:SS  
CITY/COUNTY OF BALTIMORE :

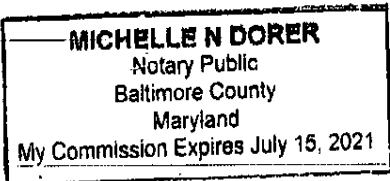
ON THIS, the 7 day of May, 2021, before me, the undersigned Notary Public of said State, personally appeared Jennifer Loucks, who acknowledged him/herself to be the Vice President (title) of Capital Funding, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized signatory of said limited liability company by signing the name of the limited liability company by him/herself as Vice President (title).

WITNESS my hand and Notarial Seal. \_\_\_\_\_

Michelle Dorer, Notary Public  
Name: Michelle Dorer

My Commission Expires: July 15, 2021

(SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

**Tract I:**

Lots 85, 86, 87 and 88 in Prairie Ave Addition to Austin in the South East 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Tract II:**

The East 40 feet of Lot 89 in Prairie Avenue Addition to Austin in the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Note for Information: Property Address: 5905 West Washington Boulevard and 5921 West Washington Boulevard, Chicago, IL 60644

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NOTE FOR INFORMATION: Being Parcel No. 16-08-419-003-0000 (as to Tract I), 16-08-419-004-0000 (as to Tract I), 16-08-419-005-0000 (as to Tract I), 16-08-419-006-0000 (as to Tract I), 16-08-419-007-0000 (as to Tract I) and 16-08-419-002-0000 (as to Tract II), of the City of Chicago, County of Cook.