Doc#. 2225646100 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/13/2022 01:45 PM Pg: 1 of 5

This instrument prepared by and after recording should be returned to:

RFLF 4, LLC 222 West Adams, STE 3150 Chicago, IL 60606 Attention: Kevin Werner

PIN: 29-10-311-024-0000

Common Address: 15300 Martin Luther King Junior Drive AKA 15300 Chicago Road Dolton, IL 60419

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTCA'3E AND LOAN DOCUMENTS (this "Assignment"), effective as of 8/24/2021, from KFLF 4, LLC, a Delaware Limited Liability Company, whose address is 222 W. Adams Street, Suite 3150, Chicago, Illinois 60606 (the "Assignor"), to U.S. Bank National Association, not in its individual capacity but solely as trustee of Spartan Funding I Trust, whose address is 60 Livingston Avenue EP-MN-WS3D St. Paul, MN 55107 (the "Assignee").

RECITALS

WHEREAS, LITTLE SMARTIES CHILDCARE ACADEMY INC.. an Illinois corporation (the "Debtor"), executed that certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Mortgage"), dated as of 8/13/2021, and recorded in Cook County, IL, on 9/2/2021 as Document Number 2124516027 in connection with a tern from Assignor to Debtor, to secure payment of an aggregate amount of \$266,250.00 according to the terms and provisions of that certain promissory Note dated 8/13/2021, in the original principal amount of \$266,250.00 (as amended, supplemented, extended, restated, replaced or otherwise modified from time to time, collectively, the "Note").

WHEREAS, Assignor and Assignee agreed to vest in Assignee good title to certain loans made or held by Assignor by having Assignor execute and deliver to Assignee in connection with each such loan, an Allonge to Promissory Note and an Assignment of Mortgage and Loan Documents.

WHEREAS, the Note is being endorsed by Assignor to Assignee pursuant to that certain

Allonge to Promissory Note dated as of the date hereof, from Assignor.

WHEREAS, Assignor desires to assign to Assignee the Mortgage and all other documents executed by Debtor in connection with the Note (the Mortgage together with all other documents executed by Debtor in connection with the Note, the "Assigned Assets") pursuant to the terms of this Assignment.

NOW THEREFORE, for value received, the sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee the Assigned Assets, together with all sums now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all powers, covenants and provisos therein contained. The Mortgage encumbers that certain property situated in the County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the Mortgage and the property therein and hereinafter described, unto Assigned forever, subject to the terms and conditions thereof.

Assignor and Assignee intend and agree that any and all interests in, to and under the Assigned Assets have been transferred, sold, conveyed and assigned by Assignor to Assignee pursuant to a true legal sale, and not leans by Assignee to Assignor secured by such Assigned Assets, and that Assignor shall retain ac interest in the Assigned Assets. References in this Assignment to the assignment of any and all Assigned Assets shall include, but no be limited to (i) all of the Assignor's rights, if any, in the security securing such Assigned Assets; (ii) all interest, penalties, damages and indemnities, if any payable by Debtor in connection with such Assigned Assets; and (iii) all rights, remedies and profileges of Assignor to directly collect and enforce payment of such Assigned Assets.

This Assignment and the covenants herein shall inure to the benefit of and extend to and be binding upon the successors and assigns of the respective parties hereto. T'S OFFICE

[Signature Page Follows]

2 2103586

2225646100 Page: 3 of 5

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage and Loan Documents as of the day and year first above written.

RFLF 4, LLC

a Delaware Limited Liability Company

By: RF Renovo Management Company, LLC, its

Manager

By:

Name: Dan McLaughlin

Title: CFO

STATE OF Illinois

) S.S.

COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that <u>Dan McLaughlin</u>, personally known to me to be a CFO of RF Renovo Management Company, LLC, the Manager of RFLF 4, LLC, whose name is subscribed to the foregoing ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of September.

Notary Public

[signature page to Assignment of Mortgage]

NATHALIAMARIA LOPEZ
OFFICIAL SEAL
Notary Public - State of Illineis
My Commission Expires Mar 29, 2026

NY COMMISSION STATE

EXHIBIT A PROPERTY - LEGAL DESCRIPTION

[Legal Description Attached]

PIN No.:

29-10-311-024-0000

Common Address:

1530 Martin Luther King Junior Drive, AKA 15300 Chicago Road Allo Clerks Office

Dolton, IL 60419

EXHIBIT "A" LEGAL PROPERTY DESCRIPTION

LOT 1 AND LOT 2 (EXCEPT THE SOUTH 9.50 FEET) IN BLOCK 2 OF CALUMET BUSINESS CENTER SECOND ADDITION, BEING A SUBDIVISION OF THE EAST 191 FEET OF LOTS 1 AND 2 IN MARTIN VELD'S SUB-BLOCK OF LOTS 3 AND 4 OF JACOB VAN ZANTE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4, COMMENCING AT A POINT 3.68 CHAINS EAST OF THE NORTH WEST CORNER OF THE SOUTH WEST 1/4, THENCE SOUTH 35 CHAINS, THENCE SOUTH 62 1/2 DEGREES EAST 2.14 CHAINS, THENCE NORTH 50 DEGREES EAST 3.80 CHAINS, 1,0000

COOK COUNTY CLERK'S OFFICE THENCE NORTH 33.19 CHAINS, THENCE WEST 5.39 CHAINS TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 29-10-311-024-0000