

# UNOFFICIAL COPY

Doc#: 2226213100 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/19/2022 09:44 AM 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: 16-10-412-022-0000  
16-10-412-023-0000

Common Address:  
200-206 North Kolin Avenue  
Chicago, IL 60624  
4334-40 West West End Avenue  
Chicago, IL 60624

## ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment"), effective as of 5/18/2021, from RFLF 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, OSCAR INVESTMENTS LLC, an Illinois limited liability company (the "Debtor"), executed that certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Mortgage"), dated as of 5/3/2021, and recorded in Cook County, IL, on 2/7/2022 as Document Number 2203839233 in connection with a loan from Assignor to Debtor, to secure payment of an aggregate amount of \$497,000.00 according to the terms and provisions of that certain promissory Note dated 5/3/2021, in the original principal amount of \$497,000.00 (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.

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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 Assignee 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 loans by Assignee to Assignor secured by such Assigned Assets, and that Assignor shall retain no interest in the Assigned Assets. References in this Assignment to the assignment of any and all Assigned Assets shall include, but not 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 privileges 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.

[Signature Page Follows]



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## EXHIBIT A PROPERTY - LEGAL DESCRIPTION

[Legal Description Attached]

PIN No.: 16-10-412-022-0000, 16-10-412-023-0000

Common Address: 200-206 North Kolin Avenue, Chicago, IL 60624  
4334-40 West West End Avenue, Chicago, IL 60624

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## EXHIBIT "A" LEGAL PROPERTY DESCRIPTION

16-10-412-023-0000 4334-40 W West End Avenue  
16-10-412-022-0000 200-206 n. kolin ave

PARCEL 1; PERMANENT INDEX NUMBER: 16-10-412-022-0000  
LOT 42 AND LOT 43 (EXCEPT THE SOUTH 6-7/12 FEET IN F.S. TYRELL'S SUBDIVISION OF  
BLOCK 20 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF  
SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS,

PARCEL 2: PERMANENT INDEX NUMBER: 16-10-412-023-0000  
THE SOUTH 6-7/12 FEET OF LOT 43 AND ALL OF LOT 44 IN F.S. TYRELL'S SUBDIVISION  
OF BLOCK 20 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF  
SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.