After Recording Return To: OFFICIAL COPY

Doc#. 2226947239 Fee: \$98.00

Date: 09/26/2022 03:30 PM Pg: 1 of 5

Karen A. Yarbrough Cook County Clerk

Burnet Title - Post Closing 1301 W. 22nd Street Suite 518 Oak Brook, IL 60523

THIS INSTRUMENT PREPARED BY:

Aaron Denk 222 West Adams Street, Suite 3150 Chicago, Illinois 60606

-WHEN RECORDED, RETURN TO:

RFLF 1, LLC, a Delaware Limited Liability Company 222 West Adams Street, Suite 3150 Chicago, Illinois 60606

Loan No. 646

Property ID No.: 25-19-218-028-0000

BT: 22-01: 10 (8/2)

ASSIGNMENT OF PERMITS AND AGREEMENTS

Borrower: INDI HOMES 100 LLC-S 22 M SERIES, an Indiana limited liability company

Lender: RFLF 1, LLC, a Delaware Limited Liability Company

AGREEMENT

THIS ASSIGNMENT OF PERMITS AND A GREEMENTS (THE "ASSIGNMENT") IS DATED July 22, 2022, and is given by Borrower ("Borrov er" and "Assignor") for the benefit of the Lender ("Lender") identified above.

- 1. LOAN. Borrower has requested Lender to lend the principal amount of One Hundred Seventy-Eight Thousand Five Hundred and 00/100 Dollars (\$178,500.00) (the "Loan") to provide funds for construction at the real property located at 1639 V/cst Montvale Avenue, Chicago, Illinois 60643, and legally described on Exhibit "A" attached here o, and incorporated by this reference (the "Property"), and has entered into a Loan and Security Agreement, Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement. Secured Note, and other loan documents regarding the Property (collectively, the "Loan Documents"), each of even date herewith.
- 2. ASSIGNMENT. For good and valuable consideration, the receipt of which is hereby acknowledged, and as a principal inducement to Lender to make the Lean and with the understanding and specific intent that Lender materially rely on this Assignment in doing so, Assignor hereby grants, transfers, and assigns to Lender all of Assignor's right, title, and interest in all (a) present and future permits, applications, registrations, submittals, or approvals made, applied for or obtained by Assignor (and any successors, affiliates, consultants, contractors, or agents of Assignor) pertaining to any potential development, redevelopment, improvement, or use of the Property, as itemized in Exhibit "B" hereto (collectively, the "Permits"), (b) agreements, bids, or contracts of any kind pertaining to the development or redevelopment of the Property, or the improvement or construction thereof (collectively, the "Agreements"), and (c) cash, deposits, accounts, fees, proceeds, revenues, profits, and other rights or benefits derived therefrom or related in any way to the Property, the Permits, or the Agreements.
- ASSIGNOR'S REPRESENTATIONS AND COVENANTS; LENDER'S RIGHTS. Assignor
 warrants that (a) there has been no prior (and will be no future) assignment, encumbrance, or other

conveyance of the Permits or the Agreements, (b) all of the Permits and the Agreements are valid and enforceable in accordance with their terms, (c) to Assignor's knowledge, no party is in default under any of the Permits or the Agreements, (d) to Assignor's knowledge, all covenants, conditions, and agreements have been performed as required in the Agreements, except those not due to be performed until after the date of this Assignment, (e) Assignor has provided copies of all Permits and Agreements affecting the Property to Lender (including those listed on Exhibit "B" hereto), and (f) Assignor shall not execute a pledge, assignment, conveyance, encumbrance, or other similar instrument of the Permits and/or Agreements other than in favor of Lender. Assignor shall not materially alter or amend any of the Permits or Agreements without the prior written consent of Lender. Unless and until an Event of Default shall occur under the Loan or under any of the Loan Documents, Lender shall not exercise any of Assignor's rights under the Permits and Agreements; provided however, that from and after the time of any Event of Default, Lender immediately shall become entitled, but shall not be obligated, to exercise any rights of Assignor under the Permits or the Agreements. All default provisions and termination or enforcement rights of Lender set forth in the Loan Documents are hereby incorporated in this Assignment, and Lender may declare a default under this Assignment and take any action authorized by law or hereunder when any Event of Default occurs. Lender shall not be liable for any defaults by Assignor in the performance of Assignor's duties under the Permits and Agreements, and Assignor hereby agrees to indemnify, hold harmless, and defend Lender against any and all obligations, claims, damages, liability, obligations, expenses and loss, including attorney fees, arising out of or connected in any with any such defaults.

4. LIMITATIONS. The foregoing in evocable assignment shall not cause Lender to be: (a) a mortgagee in possession or an applicant; (b) responsible or liable for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants, and conditions of the Permits or the Agreements; or (c) responsible or liable for any waste committed on the Property by any parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair, or control of the Property. Lender shall not be liable to Assignor or any other person as a consequence of: (i) the exercise of failure to exercise by Lender any of the rights, remedies, or powers granted to Lender hereunder or (ii) the failure of Lender to perform or discharge any obligation, duty, or liability of Assignor arisin, under the Permits or the Agreements.

ASSIGNOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF PERMITS AND AGREEMENTS AND HEREBY VOLUNTARILY AGREES 7//C0 TO ALL OF ITS TERMS.

[SIGNATURES FOLLOW]

ASSIGNOR:

INDI HOMES 100/LLC-S 22 M SERIES, AN INDI	ANA LIMITED LIABILITY COMPANY
// /	
By:	
JASON L. PATRINOS, MEMBER & MANA	GER
/ sole	
i o	
A notary public or other officer completing this certificat document to which this certificate is attached, and not the	the verifies only the identity of the individual who signed the
	addition, decided, or raining or man down
State of)	
County of Dulas)	
7/21/12 Ox	The Kuthan Notary Public
On	re Insert Name of the Officer
Jason C. Par	trinos
Personally Appeared Name of A	
who proved to me on the basis of satisfactory evidence within instrument and acknowledged to me that he/she/the	to be the person(s) whose name(s) is/are subscribed to the ey executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument th	e per on(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.	
	I certify under PENALTY OF PERJURY under the
Friends State Commence of the	laws of the state of that the foregoing paragraph is true and correct.
OFFICIAL SEAL	Q ₁
OFFICIAL SEAL JANE KUTSKA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPERS OF THE	WITNESS my hand ord official seal.
3	- 0.
	Signature Auck
	Signature of Newry Public
	, w/m

Exhibit "A" to Assignment of Permits and Agreements

Legal Description

LOT 1 IN BLOCK 77 IN WASHINGTON HEIGHTS, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13, ALL IN BLOCK 14, LOTS 7 TO 63 INCLUSIVE IN BLOCK 20, LOTS 1, 2 AND 3 IN BLOCK 21, AND ALL OF BLOCKS 24, 25, 28 AND 29 ALL IN SECTION 19, ALSO A SUBDIVISION OF THAT PORTION OF THE EAST ½ OF THE SOUTHWEST 1/4 OF SECTION 20 AND THAT PORTION OF THE EAST ½ OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 39778, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 25-19-218-028-0000

NY, ex Numb.

OR COOK COUNTY CLERK'S OFFICE

Exhibit "B" to Assignment of Permits and Agreements

List of Permits and Agreements Pertaining to the Property

1. Any and all permits and agreements which affect the Property including any contracts, licenses, and permits.

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

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

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