

UNOFFICIAL COPY

Doc#. 2233247157 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/28/2022 11:56 AM Pg: 1 of 5

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

RFLF 7, LLC
222 West Adams, STE 3150
Chicago, IL 60606
Attention: Kevin Werner

PIN:
07-09-212-029-0000, 13-29-300-026-
0000, 13-29-300-026-0000, 13-30-209-
002-0000

Common Address:
1620 Kent Road, Hoffman Estates, IL
60169
2732 North Mulligan Avenue, Chicago, IL
60639, 18408 Chicago Avenue, Lansing,
IL 60438, 3055 North Rutherford Avenue,
Chicago, IL 60634

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment"), effective as of 8/16/2022, from RFLF 7, 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-WS30 St. Paul, MN 55107 (the "Assignee").

RECITALS

WHEREAS, SPRINGVIEW INVESTMENTS II IL III LLC (the "Debtor"), executed that certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Mortgage"), dated as of 7/29/2022, and recorded in Cook County, IL, on 8/4/2022 as Document Number 2221642003 in connection with a loan from Assignor to Debtor, to secure payment of an aggregate amount of \$1,608,600.00 according to the terms and provisions of that certain promissory Note dated 7/29/2022, in the original principal amount of \$1,608,600.00 (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

UNOFFICIAL COPY

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 herein 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 Assignor 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]

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 7, LLC
a Delaware Limited Liability Company

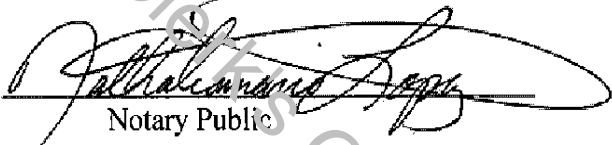
By: RF Renovo Management Company, LLC, its
Manager

By: 
Name: Dan McLaughlin
Title: CFO

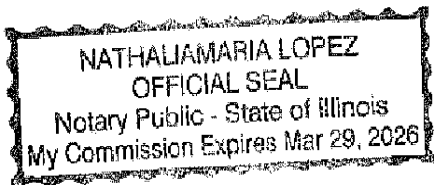
STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Dan McLaughlin**, personally known to me to be a CFO of **RF Renovo Management Company, LLC**, the Manager of RFLF 7, 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 23rd day of November, 2022.


Notary Public

[signature page to Assignment of Mortgage]



UNOFFICIAL COPY

EXHIBIT A PROPERTY - LEGAL DESCRIPTION

[Legal Description Attached]

PIN No.: 07-09-212-029-0000, 13-29-300-026-0000, 13-29-300-026-0000, 13-30-209-002-0000

Common Address: 1620 Kent Road, Hoffman Estates, IL 60169, 2732 North Mulligan Avenue, Chicago, IL 60639, 18408 Chicago Avenue, Lansing, IL 60438, 3055 North Rutherford Avenue, Chicago, IL 60634

UNOFFICIAL COPY

EXHIBIT "A" LEGAL PROPERTY DESCRIPTION

LOT 29 IN BLOCK 170 IN HIGHLANDS AT HOFFMAN ESTATES XIV, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, AND PART OF THE NORTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1962 AS DOCUMENT 18391665 IN THE OFFICE OF THE COUNTY RECORDER OF COOK COUNTY, ILLINOIS.

THE NORTH 30 FEET OF LOT 6 IN TITLEY'S DIVERSEY AVENUE SUBDIVISION OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 AND 1/3 ACRES THEREOF) AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 AND 1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH FIFTY (50) FEET OF THE EAST ONE HALF (1/2) (EXCEPT THE WEST EIGHT (8) FEET THEREOF) OF LOT 1 IN BLOCK 9 IN RIDGEWOOD GARDENS ADDITION, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, EXCEPT THE CHICAGO AND GRAND TRUNK RAILROAD RIGHT OF WAY AS LOCATED THROUGH SAID SECTION 31.

THE NORTH 30 FEET OF THE SOUTH 90 FEET OF LOT 39 IN FIRST ADDITION TO MONT CLARE GARDEN'S, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THAT PART TAKEN FOR R.R.) IN SECTION 30 TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 774 IN WOODLAND HEIGHTS UNIT TWO, BEING A SUBDIVISION IN SECTIONS 23 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES ON AS DOCUMENT LR1831943, IN COOK COUNTY, ILLINOIS.

LOT 38 IN HAASE'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 31 IN BLOCK 14 OF HANOVER PARK FIRST ADDITION BEING A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.