

2023-517562
06/07/2023 01:23 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 7
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

WHEN RECORDED, RETURN TO:
Prepared by: Kirsan Nash
RFLF 4, LLC, a Delaware Limited Liability Company
222 West Adams Street, Suite 3150
Chicago, Illinois 60606

Loan No. 8713
Property ID No.: 45-09-16-105-032.000-021

ASSIGNMENT OF PERMITS AND AGREEMENTS

Borrower: RELIABLE PROPERTIES LLC, an Indiana limited liability company
Lender: RFLF 4, LLC, a Delaware Limited Liability Company

AGREEMENT

THIS ASSIGNMENT OF PERMITS AND AGREEMENTS (THE "ASSIGNMENT") IS DATED June 1, 2023, and is given by RELIABLE PROPERTIES LLC, an Indiana limited liability company ("Borrower" and "Assignor") whose address is 6824 Calumet Avenue, Hammond, Indiana 46324; for the benefit of the RFLF 4, LLC, a Delaware Limited Liability Company ("Lender") whose address is 222 West Adams Street, Suite 3150, Chicago, Illinois 60606.

- 1. LOAN.** Borrower has requested Lender to lend the principal amount of **One Hundred Ten Thousand Seven Hundred and 00/100 Dollars (\$110,700.00)** (the "Loan") to provide funds for construction at the real property located at 3636 Marquette Road, Lake Station, Indiana 46405, and legally described on Exhibit "A" attached hereto, 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 Loan 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.
- 3. 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

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performed until after the date of this Assignment, (c) 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 way with any such defaults.

4. **LIMITATIONS.** The foregoing irrevocable 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 or 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 arising under the Permits or the Agreements.
5. **Governing Law; Consent to Jurisdiction and Venue.** The Loan secured by this Assignment is made by Lender and accepted by Borrower in the State of Illinois except that at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created in the Collateral under the Loan Documents shall be governed by and construed according to the laws of the state in which the Collateral is situated. To the fullest extent permitted by the law of the state in which the Collateral is situated, the law of the State of Illinois shall govern the validity and enforceability of all Loan Documents, and the debt or obligations arising hereunder (but the foregoing shall not be construed to limit Lender's rights with respect to such security interest created in the state in which the Collateral is situated). The parties agree that jurisdiction and venue for any dispute, claim or controversy arising, other than with respect to perfection and enforcement of Lender's rights against the Collateral, shall be Cook County, Illinois, or the applicable federal district court that covers said County, and Borrower submits to personal jurisdiction in that forum for any and all purposes. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.
6. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Loan Documents executed of even date herewith.
7. **Loan Agreement.** This Assignment is subject to the provisions of the Loan Agreement, which is incorporated herein.

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

[SIGNATURES FOLLOW]

Property of Lake County Recorder

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ASSIGNOR:

RELIABLE PROPERTIES LLC, AN INDIANA LIMITED LIABILITY COMPANY

By: Jajani R
TAJANI FARIAN RODRIGUEZ, MEMBER & MANAGER

By: J.R.
JEFFREY D. RODRIGUEZ GALLETTI, MEMBER & MANAGER

WITNESS TO THE ABOVE SIGNATURE(S)

By: _____
(Signature)

(Print Name)
State of Indiana
County of Lake

Jeffrey D. Rodriguez Galletti, Member/Manager of Reliable Properties, LLC
Jajani Farian Rodriguez, Member/Manager of Reliable Properties, LLC
mk

I, a Notary Public, hereby certify that _____, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 1st day of June, 2023
Jolene Kratochvil



(Signature of notarial officer)
Title (and Rank)
My commission expires: 11-13-29

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Jolene Kratochvil
Jolene Kratochvil

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**Exhibit "A" to
Assignment of Permits and Agreements**

Legal Description

The Land is described as follows:

Lots Fifteen (15) and Sixteen (16), in McBride's First Addition to East Gary, being a subdivision of part of the East one-half of Lot 6, in Section 16, Township 36 North, Range 7 West of the Second P.M., in Lake County, Indiana, as the same appears of record in Plat Book 11, page 17, in the Recorder's Office in said County.

Commonly known as 3636 Marquette Road, Lake Station, IN 46405

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**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.

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Lots Fifteen (15) and Sixteen (16), in McBride's First Addition to East Gary, being a subdivision of part of the East one-half of Lot 6, in Section 16, Township 36 North, Range 7 West of the Second P.M., in Lake County, Indiana, as the same appears of record in Plat Book 11, page 17, in the Recorder's Office in said County.

Commonly known as 3636 Marquette Road, Lake Station, IN 46405

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Property of Lake County Recorder