

Prepared By: Lima One Capital, LLC

Midwest Props LLC
\$82,500.00
January 11, 2024

After Recording Return to:
First American Mortgage Solutions
1795 International Way, Idaho Falls, ID 83402
MS: 148-C

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of January 11, 2024, by Midwest Props LLC, a Indiana Limited Liability Company having its principal place of business at 11835 Carmel Mountain Road Ste 1304-108, San Diego, CA 92128 (the "Assignor") in favor of Lima One Capital, LLC, a Georgia Limited Liability Company at its principal place of business at 201 E McBee Ave Suite 300 Greenville, South Carolina 29601 (the "Assignee").

WITNESSETH

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to Assignee, any and all leases or leases, with amendments, if any, and all month-to-month tenancies with respect to portions or all of the real property known 1060 East 47th Place, Gary, IN 46409 and more particularly described on SCHEDULE A, attached hereto and made a part hereof (the "Premises"), and any extensions and renewals thereof and any guarantees of the lessee's obligations thereunder, and all rents, income, and profits arising from the leases and extensions and renewals thereof, if any, and together with all rents, income, and profits due or to become due from the Premises and from any and all of the leases or tenancies for the use and occupancy of the Premises or any part thereof which are now in existence or which may be created in the future during the term of this Assignment, whether or not recorded; together with and including, the Assignor's entire interest in any lease, tenancy, rental, or occupancy agreement now existing or which may be made hereafter affecting the Premises (all of the aforementioned leases and tenancies, now or hereafter existing, are hereinafter referred to as the "Lease" or "Leases") and together with all the right, power, and authority of the Assignor to alter, modify, or change or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the lessee from the performance or observance by the lessee of any obligation or condition thereof or to accept rents or any other payments thereunder for more than thirty (30) days prior to accrual, for the purposes of securing (a) payment of all sums now or at any time hereunder due the Assignee as evidenced by that certain Commercial Promissory Note from Assignor, in the amount of up to \$82,500.00 of even date herewith, including any extensions or renewals thereof (the "Note"), and secured by an Commercial Mortgage, Security Agreement and Fixture Filing from Assignor, of even date herewith (the "Mortgage"), which Mortgage will be recorded on the date that this instrument is recorded, and (b) performance and discharge of each and every obligation, covenants, and agreement contained herein and in the Mortgage, the Note, and any and all other documents executed and/or delivered in connection therewith.

Assignor and Assignee further hereby agree as follows (all capitalized terms used herein but not defined herein shall have the meaning ascribed in the Loan Agreement):

(1) **Performance of Leases.** Assignor shall at all times keep, perform, and observe all of the covenants, agreements, terms, provisions, conditions, and limitations of each lease affecting the Premises on its part to be kept, and performed thereunder. Assignor shall not, without the written consent of Assignee, directly or indirectly cancel, terminate, waive or release any lessee from the performance or observance of any obligation or condition thereof, or accept any surrender or modify or amend any lease affecting the Premises, or accept rents or any payments thereunder for more than thirty (60) days prior to accrual.

(2) **Prohibition of Transfer.** So long as the Note shall remain unpaid or the Mortgage unreleased, Assignor shall not convey the Premises to any lessee or to anyone else.

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(b) Assignor has good right to assign any Lease and the rents, income, and profits due or to become due, from the Premises;

(c) Each Lease assigned hereunder is an Eligible Lease to an Eligible Tenant;

(d) Assignor has not done anything that might prevent Assignee from or limit Assignee in acting under the provisions hereof;

(e) Assignor has not accepted rent under any Lease or under any rental or occupancy agreement more than Sixty (60) days in advance of its due date;

(f) All present Leases, together with all amendments and modifications thereto and all collateral agreements, letter agreements, waivers, and other documents affecting said Leases are valid, enforceable, and unmodified, and copies thereof have been furnished to Assignee, and there is no present default by any party thereto.

(8) Assignor's Rights Prior to Default. So long as there is no default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Mortgage, Note, or any other document, instrument, or agreement executed and/or delivered in connection therewith or evidencing or securing said indebtedness, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues, and profits from the Premises and to retain, use, and enjoy the same.

(9) Successors and Assigns. All rights of Assignee in, to, and under this Agreement and any other instrument or document executed and/or delivered in connection herewith shall pass to and may be exercised by any assignee thereof. Assignor agrees that, in the event of an assignment of this Agreement and notice of such assignment to Assignor, the liability of Assignor to a holder for value of this Agreement shall be immediate and absolute and not affected by any actions of Assignee and that Assignor will not set up any claim against Assignee as a defense, counterclaim, or setoff to any action for the unpaid balance owed under this Agreement or for possession brought by said holder. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns and any subsequent holder of the Note, and all Obligations of Assignor shall bind the heirs, executors, administrators, successors, and assigns of Assignor.

(10) Release of Mortgage. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of a full release of the Mortgage executed by the then holder of the Mortgage, this Assignment shall become and be void and of no effect.

(11) Modification. This Assignment may not be changed orally, but only by an agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.

(12) Miscellaneous. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of the rights and remedies under the Note and the Mortgage, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor held by it may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken by it hereunder. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof, and Assignee may thereafter insist upon strict performance.

(13) Headings. The headings of the sections of this Assignment are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

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(14) Severability. If any term, clause, or provision hereof shall be adjudged to be invalid or unenforceable, the validity or enforceability of the remainder shall not be affected thereby and each such term, clause, and provision shall be valid and enforceable to the fullest extent permitted by law.

(15) Jurisdiction. AT LENDER'S ELECTION, TO BE ENTERED IN ITS SOLE DISCRETION, ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BORROWER OR LENDER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN South Carolina, AND BORROWER WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

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Property of Lake County Recorder

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IN WITNESS WHEREOF, the Assignment has been duly signed, sealed, and acknowledged and delivered on January 11, 2024.

ASSIGNOR HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE COPY OF THIS ASSIGNMENT WITHOUT CHARGE.

ASSIGNOR: Midwest Props LLC, a Indiana Limited Liability Company



Lisa Gilbert, Member and Principal of Property Partners, LLC, Member of Midwest Props LLC



Thom Gilbert, Member and Principal of Property Partners, LLC, Member of Midwest Props LLC

State of _____

County of _____

On this, the ____ of January 2024, before me, the undersigned, personally appeared, Lisa Gilbert, Member and Principal of Property Partners, LLC, Member of Midwest Props LLC, Thom Gilbert, Member and Principal of Property Partners, LLC, Member of Midwest Props LLC, known to me, or satisfactorily proven to be the person whose name subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

* SEE ATTACHED _____

Notary Public

[SEAL]

Print Name

My Commission Expires

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

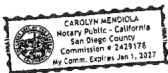
State of California

County of SAN DIEGO

On January 11, 2024 before me, CAROLYN MENDIOLA, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lisa Gilbert, Member & Principal of Property Partners, LLC,
Name(s) of Signer(s)

Member of Midwest Props LLC, Thom Gilbert PARTNER LLC, Member of Midwest Props LLC
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carolyn Mendiola
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

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SCHEDULE A
PROPERTY DESCRIPTION

Property address commonly known as:

1060 East 47th Place, Gary, IN 46409

Property of Lake County Recorder

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LEGAL DESCRIPTION

Lot 88 in Fairview, in the City of Gary, as per plat thereof, recorded in Plat Book 24, page 67, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 1060 East 47th Place, Gary, IN 46409

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.

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