

Doc# 1804044085 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/09/2018 01:23 PM PG: 1 OF 16.

(space above reserved for recorder's use)

ALLEGIANT CAPITAL FUNDING LLC, a Delaware limited liability company, (Assignor)

in favor of

ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Mod")
ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Mod PRT")
ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Non Mod")
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, solely with respect to the Modco Account ("AEL Modco")
MIDLAND NATIONAL LIFE INSURANCE COMPANY ("Midland"), (collectively "Assignee")

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

Dated: As of February 8, 2018

Location: 646 North Michigan Avenue Chicago, Illinois 60611

County: Cook

This Instrument Prepared By and Record and Return to:

Dentons US LLP 1221 Avenue of the Americas New York, New York 10020-1089 Attention: David S. Hall, Esq. File No.: 15257283.000041

106401731\V-1

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (this "Assignment"), made and entered into as of the 8th day of February, 2018 is made by ALLEGIANT CAPITAL FUNDING, LLC, a Delaware limited liability company, having an address at 445 Park Avenue, 9th Floor, New York, New York 10022 ("Assignor"), in favor of ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Mod"), ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Mod PRT"), ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation ("AAIA Non Mod"), AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an Iowa corporation, solely with respect to the Modeo Account, (as defined on the related signature page attached hereto) ("AEL Modeo") and MIDLAND NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation ("Midland"), collectively, having an address at c/o Athene Asset Management, L.P., 2121 Rosecrans Avenue Suite 5300, El Segundo, California 90245 (collectively, "Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of those certain Promissory Notes, dated as of February 8, 2018, executed by BRICK & MORTAR PROPERTY, L.L.C., a Delaware limited liability company, as maker, having its principal place of business at 1474 Techny Road, Northbrook, Illinois 60062, (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated maximum principal amount of up to SEVENTY-NINF MILLION EIGHT HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$79.832,000.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement, dated as of February 8, 2018, between Borrower and Assignor (as the same may be amenued, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by each of those certain Promissory Note A-1, Promissory Note A-2, Promissory, Note A-3, Promissory Note A-4 and Promissory Note A-5, each dated as of February 8, 2018, made by Borrower in favor of Assignor (collectively, together with all respective extensions, renewals, replacements, restatements, amendments, supplements, severances or modifications thereof being hereinafter referred to as the "Note"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Mortgage and Security Agreement (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Mortgage and Security Agreement.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

(1) <u>Assignment.</u> Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on <u>Exhibit B</u> annexed hereto and made a part hereof relating to

that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") (collectively, the "Mortgage and Security Agreement"), and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.

- Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Mortgage and Security Agreement required to be observed or performed by Assignor thereunder.
- (3) Representations and Warranties of Assignor. It is expressly understood that this Assignment is made subject to the representations and warranties of Assignor to Assignee as set forth in that certain General Assignment and Assumption Agreement, dated as of even date here with, by Assignor to Assignee.
- (4) Governing Law This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- (5) <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (6) <u>Headings</u>. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
- (8) Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

ALLEGIANT CAPITAL FUNDING, LLC, a
Delaware limited liability company
By:
Name: Rendy Reiff
Title: Authorized Signatory
ACKNOWLEDGMENT
STATE OF NEW YORK
COUNTY OF NEW YORK) is.:

On the 1st day of February in the year 2018, before me, the undersigned, a notary public in and for said State, personally appeared Randy Reiff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual. It the person on behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

JOHN D VAVAS
Notary Public, State of Ne N York
Reg. No. 02VA6257 (7)
Qualified in Nassau Courty
Commission Expires March 12, 2020

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ASSIGNEE:		ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation		
		Athene Asset Management, L.P., its investment adviser		
0000 PM 0x		AAM GP Ltd., its general partner By: Name: Robert R. Graham Title: Executive Vice President Structured Investments		
STATE OF	ACKNOWLEDGMENT			
COUNTY OF) 58:			
for said State, personally appeared proved to me on the basis of satisfact within instrument and acknowledged	ctory evidence to b: the ind	, the undersigned, a notary public in and, personally known to me or ividual whose name is subscribed to the the same in his/her capacity, and that by on behalf of which the individual acted,		
oncoured the monument.	Notary Public	C/6/7/6		
My Commission Expires:				

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189 <u>ŶĸĨĊĸĨĊĸŶĸĊĸĨĊĨĊĨĊĬĊĬĊĸŶĸĊĸŶĸĊĸĊĸĊĸĊĸĊĸĊĸŎŎ</u>ŶĬ 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 Los Angeles February 2, 2018 Yolanda Carayanis - Notary Public before me, Here Insert Name and Title of the Officer Robert R. Graham personally appeared Name(s) of Signer(s) who proved to me on the base 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 percon(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph ંડ પ્રપe and correct. VITNESS my hand and official seal. YOLANDA CARAYANIS Notary Public - California Los Angeles County Commission # 2183684 My Comm. Expires Feb 17, 2021 Place Notary Seal Above **OPTIONAL** Though this section is 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 ☐ Guardian or Conservator ☐ Trustee Other: ☐ Other:

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Signer Is Representing:

Signer Is Representing: _

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ATHENE ANNUITY AND LIFE COMPANY,

an Iowa corporation

By: Athene Asset Management, L.P., its

investment adviser

By: AAM GP Ltd., its general partner

By:

Name:

Robert R. Graham

Title:

Executive Vice President Structured Investments

C/O/A/S O/F/CO

Structured Invi

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On the ____day of February in he vear 2018, before me, the undersigned, a notary public in and for said State, personally appeared ________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

1804044085 Page: 8 of 16

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CALIFORNIA ALL-PURPOSE ACKNOW		CIVIL CODE § 1189
A notary public or other officer completing this document to which this certificate is attached, a	certificate verifies only the ide	entity of the individual who signed the
State of California)	
County of Los Angeles)	
On February 2, 2018 before me,	Yolanda Carayanis	- Notary Public
Date personally appeared Robert R. Graha	Here Insert Nan	ne and Title of the Officer
77	Name(s) of Signe	er(s)
who proved to me on the basis of satis subscribed to the within instrument and a his/her/their authorized capacity(ies) and the or the entity upon behalf of which the percentage of the contraction of the percentage of the percen	icknowledged to me that i at by his/her/their signature	he/she/they executed the same in e(s) on the instrument the person(s).
	I certify under PENA of the State of Calif is true and correct.	ALTY OF PERJURY under the laws fornia that the foregoing paragraph
YOLANDA CARAYANIS Notary Public - California	WITNESS my hand	D. Gazis
Los Angeles County Commission # 2183684 My Comm. Expires Feb 17, 2021		Signature of Notary)Public
Place Notary Seal Above		75
Though this section is optional, completing fraudulent reattachment	optional ng this information can det of this form to an unintence	er alteration of the document or ded document.
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Title or Type of Document:	Docu	ment Date:
Number of Pages: Signer(s) Other	er Inan Named Above: _	
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☐ Corporate Officer — Title(s):		icer - Title(s):
☐ Partner — ☐ Limited ☐ General		Limited General
☐ Individual ☐ Attorney in Fact	□ Individual	☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conserva		☐ Guardian or Conservator
□ Other: Signer Is Representing:	Utner: Signer Is Repre	senting:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	TANK MARKATAN PARKATAN PARKATA	

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ATHENE ANNUITY AND LIFE COMPANY,

an Iowa corporation

By: Athene Asset Management, L.P., its

investment adviser

By: AAM GP Ltd., its general partner

By:

Name:

Robert R. Graham

Title:

Executive Vice President Structured Investments

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On the ____ day of February in the year 2018, before me, the undersigned, a notary public in and for said State, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that h /she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

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CALIFORNIA ALL-PURPOSE 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 Los Angeles February 2, 2018 Yolanda Carayanis - Notary Public before me, Here Insert Name and Title of the Officer Robert R. Graham personally appeared Name(s) of Signer(s) who proved to me on the busic 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. MITNESS my hand and official seal. YOLANDA CARAYANIS Notary Public - California Signature Los Angeles County Commission # 2183684 My Comm. Expires Feb 17, 2021 Place Notary Seal Above **OPTIONAL** Though this section is 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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AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, SOLELY WITH RESPECT TO THE MODCO ACCOUNT

By: Athene Asset Management, L.P., its investment adviser of that certain modified coinsurance account (the "Modco Account") created pursuant to that certain trust agreement between American Equity Stopport Ox Coop Investment Life Insurance Company, Athene Life Re Ltd. and State Street Bank and Trust Company dated as of May 29, 2014

By: AAM GP Ltd., its general partner

> By: _ Name: Robert R. Graham Title: **Executive Vice President** Structured Investments

ACKNOWLEDGMENT

STATE OF)		
COUNTY OF) ss.:)	0/	
On the day o for said State, personall	f February in the year 2018, by appeared		ned, a notary public in and rsonally known to me or
within instrument and ack	s of satisfactory evidence to be knowledged to me that he/she astrument, the individual, or the	be the individual whose executed the same in h	e name is subscribed to the is/her capacity, and that by
executed the instrument.	istrament, the marvidual, or the	ie person on benan of	winch the his ryidual acted,
	Notary	Public	
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MIDLAND NATIONAL LIFE INSURANCE COMPANY

By: Athene Asset Management, L.P., its investment adviser

By: AAM GP Ltd., its general partner

	D.,,	n m
	By: Name:	Robert R. Graham
\sim		Executive Vice President
	·Title:	Structured Investments
		- Strateting the same
ACKNOWLEI	OGMENT	
STATE OF)		
COUNTY OF		
On the day of February in the year 2018, t	pefore me ti	he undersigned, a notary public in and
for said State, personally appeared	e the indivi	, personally known to me or idual whose name is subscribed to the
nis/her signature on the instrument, the individual, or dexecuted the instrument.	he person or	n behalf of which the individual acted
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Notary	Public	
My Commission Expires:		Clorts
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CALIFORNIA ALL-PURPOSE 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 Los Angeles February 2, 2018 Yolanda Carayanis - Notary Public before me, Date Here Insert Name and Title of the Officer Robert R. Graham personally appeared Name(s) of Signer(s) who proved to me on the busic 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. ₩/TNESS my hand and official seal. YOLANDA CARAYANIS Notary Public - California Los Angeles County Commission # 2183684 My Comm. Expires Feb 17, 2021 Place Notary Seal Above OPTIONAL Though this section is 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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EXHIBIT A TO ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

(Description of Land)

THE NORTHEAST 1/4 (EXCEPT THE EAST 75.00 FEET THEREOF TAKEN FOR WIDENING OF NORTH MICHIGAN AVENUE) OF BLOCK 34 IN KINZIE'S ADDITION TO CHICAGO, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

646 N. Michigan Avenue, Chicago, Illinois 60611 Address: 13-003-The Or Cook County Clerk's Office

17-18-113-003-0000 PIN:

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EXHIBIT B TO ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

SCHEDULE OF MORTGAGES

Mortgage and Security Agreement by Borrower for the benefit of Assignor dated as of February 8, 2018 and being recorded concurrently herewith in the Office of the Cook County, Illinois Recorder of Deeds, as Document No. 180404081

Property of Cook County Clark's Office