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Doc# 1815010084 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2018 02:47 PM PG: 1 OF 6

PREPARED BY AND  
UPON RECORDATION RETURN TO:

Winstead PC  
201 North Tryon Street  
Suite 2000  
Charlotte, North Carolina 28202  
Attention: Jeffrey J. Lee, Esq.

Location: 7748 S. East End Ave., Chicago, Illinois; 7800 S. Ashland Ave., Chicago, Illinois;  
10719 S. Calumet Ave., Chicago, Illinois; 7846 S. Saginaw Ave., Chicago, Illinois;  
1516 W. 78<sup>th</sup> St., Chicago, Illinois; and 308 Elizabeth St., Calumet City, Illinois.

County: Cook

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 9<sup>th</sup> day of May, 2018, is made by **STARWOOD MORTGAGE CAPITAL LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignor"), in favor of **STARWOOD MORTGAGE FUNDING III LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignee").

## WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of May 9, 2018, executed PP P19 1, LLC and PP P19 2, LLC, each an Illinois limited liability company, (individually and collectively, as the context may require "Borrower") and made payable to the order of Assignor in the stated principal amount of FIVE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,400,000) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed

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8 of 12 PDB  
Assignment of Security Instrument

Box 400

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hereto and made a part hereof (the "Premises"); and WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

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

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. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents and Security Agreement #1 dated as of May 9, 2018, executed by Borrower for the benefit of Assignor, as lender, and recorded on 5/30, 2018, in the Real Property Records of Cook County, Illinois, as Document No. 1815010078 (the "Security Instrument"), in respect of the Premises.

2. 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 Security Instrument required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than 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.

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5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. 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.

7. 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]

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

STARWOOD MORTGAGE CAPITAL, LLC, a Delaware limited liability company

By: [Signature]  
Name: Grace Chiang  
Title: Vice President

## ACKNOWLEDGEMENT

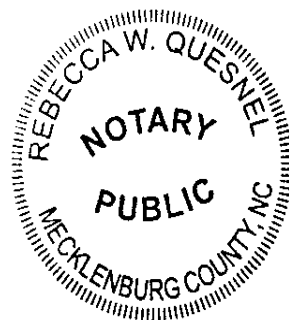
STATE OF NORTH CAROLINA )  
ss: )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2018 by Grace Chiang, the Vice President of STARWOOD MORTGAGE CAPITAL LLC, a Delaware limited liability company.

[Signature]  
Notary Public

Printed Name: Rebecca W. Quesnel

My commission expires: 6/17/2020



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 17 AND 18 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18, 19, 22, 23, 24, 26, 27, 28, 29, 30, 31, AND 32 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7748 S. EAST END AVE., CHICAGO, IL 60649

PERMANENT INDEX NUMBER: 20-25-317-034-0000

#### PARCEL 3:

LOTS 1 AND 2 IN BLOCK 64 IN SUBDIVISION OF BLOCKS 1, 61, 63 AND 64 IN THE DEWEY AND VANCE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 33 FEET THEREOF RESERVED FOR THE RAILROAD RIGHT-OF-WAY), ALSO EXCEPT THE RIGHT OF WAY OF THE P.C. AND ST. LOUIS RAILROAD, ALSO EXCEPT THE SOUTH 10 RODS OF THE WEST 16 RODS OF THE SOUTH 1/2 OF SECTION 30, AFORESAID RESERVED FOR SCHOOL LOT OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7800 S. ASHLAND AVE., CHICAGO, IL 60620

PERMANENT INDEX NUMBER: 20-30-435-019-0000

#### PARCEL 5:

THE SOUTH HALF LOT 2717 AND LOT 2718 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 6 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 10719 S. CALUMET AVE., CHICAGO, IL 60628

PERMANENT INDEX NUMBER: 25-15-307-011-0000

#### PARCEL 6:

THE SOUTH 1/2 OF LOT 46 IN DIVISION 2 IN WESTFALL'S SUBDIVISION OF 208 ACRES AND THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7846 S. SAGINAW AVE., CHICAGO, IL 60649

PERMANENT INDEX NUMBER: 21-30-329-027-0000

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PARCEL 6A:

EASEMENT FOR THE BENEFIT OF PARCEL 6 FOR PEDESTRIAN INGRESS AND EGRESS AS CREATED BY WARRANTY DEED FROM MORGAN L. FITCH AND MARIAN L. FITCH TO HARRY MARKHAM RECORDED AUGUST 29, 1925 AS DOCUMENT 9020220 OVER THE NORTH 4 FEET OF LOT 48 IN DIVISION 2 OF WESTFALL'S SUBDIVISION AFORESAID.

PARCEL 7:

LOTS 25, 26 AND 27 IN OWEN R. TRAYNER'S SUBDIVISION OF BLOCK 31 IN JONES' SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PROPERTY ADDRESS: 1516 W. 78<sup>TH</sup> ST., CHICAGO, IL 60620

PERMANENT INDEX NUMBER: 20-29-311-019-0000

PARCEL 10:

LOT 8 AND THE EAST 30 FEET OF LOT 9 IN BLOCK 18 IN THE FIRST ADDITION OF WEST PARK MANOR, BEING A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PROPERTY ADDRESS: 308 ELIZABETH STREET, CALUMET CITY, IL 60409

PERMANENT INDEX NUMBER: 30-17-310-007-0000

Property of Cook County Clerk's Office