# **UNOFFICIAL COPY**



Doc# 1815010085 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2018 02:59 PM PG: 1 OF 6

PREPARED BY AND UPON RECORDATION RETURN TO:

Winstead PC 201 North Tryon Street Suite 2000 Charlotte, North Carolina 20262 Attention: Jeffrey J. Lee, Esq.

Location: 7801 S. Cornell Ave., Chicago, Illinois; 7155 S. Green St., Chicago, Illinois; 5500

W. Van Buren St., Chicago, 'llinois; 101 Memorial Dr., Calumet City, Illinois; and

8057 S. Dobson Ave., Chicago, Vinnois.

County: Cook

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 9<sup>th</sup> day of May, 2018, is by **STARWOOD MORTGAGE CAPITAL LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 371.9 ("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 by 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,

120x 400

18004780NC

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS - Page 1

SY PG S\_3 SC//

1815010085 Page: 2 of 6

# UNOFFICIAL COPY

and more particularly described on <u>Exhibit A</u> annexed hereto and made a part hereof (the "<u>Premises</u>"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Assignment of Leases (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 Assignment of Leases.

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, Assigned and Assigned hereby covenant and agree as follows:

1. <u>Assignment</u>. 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 Assignment of Leases and Rents #1 dated as of May 9, 2018, from Borrower, as assignor, to Assignor, as assignee, and recorded on 5/30/18, 2018, in the Real Property Records of Cook County, Illinois, as Document No. /8/50/0078 (the "Assignment of Leases"), in respect of the Premises, together with the notes and bonds secured thereby.

- 2. <u>Assumption</u>. From and after the date nereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and or bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.
- 3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assigner that:
  - (a) Prior to the execution hereof, Assignor has not sold, transferred, a signed, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases 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. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS - Signature Page

## **UNOFFICIAL COPY**

- 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 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.
- 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 netotal 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]

# **UNOFFICIAL COP**

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

### **ASSIGNOR:**

STARWOOD MORTGAGE CAPITAL, LLC, a Delaware limited liability company

By:

Name: Orace Chiang Title: Vice President

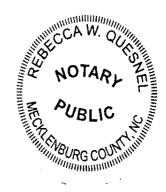
ACKNOWLEDGEMENT STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 30th day of April, 2018 by Grace Chiang, the Vice President of STARWOOD MOR' CAGE CAPITAL LLC, a Delaware limited liability company.

Printed Name:

My commission expires: 6 17 2000



1815010085 Page: 5 of 6

## **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

#### PARCEL 2:

LOTS 40 AND 41 IN BLOCK 26 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 E. 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: 7801 S. CORNELL AVE., CHICAGO, IL 60649

PERMANEN'I INDEX NUMBER: 20-25-325-001-0000

### PARCEL 4:

LOTS 111 AND 112 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 149 FEET THEREOF) IN COOK COUNTY ILLINOIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 7155 S. GREEN ST., CH!CAGO, IL 60621

PERMANENT INDEX NUMBER: 20-29-207-02 2-0000

#### PARCEL 8:

LOTS 1, 2 AND 3 IN DAVIS & SONS SUBDIVISION OF LOT 139 IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHI: 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 5500 W. VAN BUREN ST., CHICAGO, IL 60644

PERMANENT INDEX NUMBER: 16-16-114-034-0000

#### PARCEL 9:

LOTS 1 AND 2 IN BLOCK 3 IN RUSSELL'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### FOR INFORMATION ONLY:

PROPERTY ADDRESS: 101 MEMORIAL DRIVE, CALUMET CITY, IL 60409

PERMANENT INDEX NUMBER: 30-08-410-043-0000

1815010085 Page: 6 of 6

# **UNOFFICIAL COPY**

### PARCEL 11:

LOTS 14 AND 15 IN BLOCK 122 IN CORNELL IN SECTION 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PROPERTY ADDRESS: 8057 S. DOBSON AVE., CHICAGO, IL 60619

PERMANENT INDEX NUMBER: 20-35-112-017-0000

Property of County Clark's Office