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Doc#. 1819706199 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/16/2018 12:40 PM Pg: 1 of 8

PREPARFL FY:

Karen Wade, Lsq Alston & Bird LL? 2828 N Harwood Street, Suite 1800 Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Kelly Grady OS National LLC 2170 Satellite Blvd, Ste 200 Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

### COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2018-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of July 6, 2018

State: Illinois County: Cook

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### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 6<sup>th</sup> day of July, 2018, is made by COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2018-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as March 8, 2017 executed by **Leaf Capital of Delaware**, **LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of One Million Four Hundred Seventy Thousand Dollars and No Cents (\$1,470,000.00) (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 Eximistry A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter</u>  $\underline{alia}$  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 Socurity 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 i creby 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 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, Security Agreement and Fixture Filing dated as of March 8, 2015, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on March 14, 2017 in the Real Property Records of Cook County, Illinois, as Document No. 1707344024, Book N/A, Page N/A (as the same may heretofore

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have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

- 2. <u>Representations and Warranties of Assignor</u>. 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.
- 3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.
- 4. <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.
- 5. <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 intermetation of this Assignment.
- 6. <u>Interpretation</u>. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (ar a vice versa), each gender shall be construed to include any other genders, and the word "person" chall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
- 7. 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.

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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:

**COREVEST AMERICAN FINANCE DEPOSITOR LLC**, A Delaware limited liability company

By:

Chief Executive Officer

Print Name:

Samuel Harrity

Witness #2

Coot County Clert's Office Leah Granovskaya

Print Name:

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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### ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK

) ss.:

On June 2018, before me, Debra Helen Heitzler, a Notary Public personally appeared Elizabeth Brien, as personally known to me (or proved to me 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/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of New York, County of New York, State of New York.

WITNESS my hand and official seal.

Signature\_

(Notary Seal)

DEBRA HELEN HEMZLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6353855
Qualified In New York County
My Commission Expires 01-30-2011

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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### **EXHIBIT A**

Legal Descriptions and PINS

ADDRESS: 12430 S EMERALD AVE AKA 12428 S EMERALD AVE, CHICAGO, COOK, IL

60628

PARCEL IDENTIFICATION NUMBER: 25-28-308-033-0000

CLIENT CODE: 04386

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 12 AND THE NORTH 1/2 OF LOT 13 IN 5/LOCK 5 IN SECOND ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 14, EAST OF 7 FT3 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 1321 W MARQUETT'S RD, CHICAGO, COOK, IL 60636

PARCEL IDENTIFICATION NUMBER: 20-20-305-002-0000

CLIENT CODE: 04387

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 101 AND THE EAST 1 1/2 FEET OF LOT 102 IN WEDDELL AND COX ADDITION TO ENGLEWOOD, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SITUATED IN COOK COUNTY IN THE STATE OF ILLINOIS.

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ADDRESS: 1442 S AVERS AVE, UNIT 1 AND UNIT 2, CHICAGO, COOK IL 60623

PARCEL IDENTIFICATION NUMBER: 16-23-116-033-0000

CLIENT CODE: 04388

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND ISDESCRIBED AS FOLLOWS:LOT 23 IN BLOCK 2 IN DOUGLAS PARK BOULEVARD BOHEMIAN LAND ASSOCIATION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, STATE OF ILLINOIS; SITUATED IN COOK COUNTY IN THE STATE OF ILLINOIS.

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ADDRESS: 1506 W JACKSON BLVD, UNIT 1, UNIT 2 AND UNIT 3, CHICAGO, COOK, IL

60607

PARCEL IDENTIFICATION NUMBER: 17-17-110-038-0000

CLIENT CODE: 04389

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF L'LINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 51 IN LAFLIN AND LOOMIS SUPDIVISION OF BLOCK 19 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 3034 W 66TH ST, UNIT 1, UNIT 2, UNIT 3 AND UNIT 4, CHICAGO, COOK, IL

60629

PARCEL IDENTIFICATION NUMBER · 19-24-118-035-0000

CLIENT CODE: 04390

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOTS 23 AND 24 IN BLOCK 10 IN EAST CHICAGO LAWN, BEING CAMPBELL'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 BAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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CHICAGO, COOK,IL

ADDRESS: 4329 W KAMERLING, UNIT 1, UNIT 2

60651

PARCEL IDENTIFICATION NUMBER: 16-03-224-012-0000

CLIENT CODE: 04391

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CCCK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE WEST 18 FEET OF LOT 12 AND LOT 13 (EXCEPT THE WEST 12 FEET) OF BLOCK 2 IN BRITTON'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 6605 S FAIRFIELD AVE, UNIT 1 AND UNIT 2, CHICAGO, COOK,IL 60629

PARCEL IDENTIFICATION NUMBER: 19-24-225-002-0000

CLIENT CODE: 04392

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 25 IN BLOCK 12 IN ELMORE'S MARQUETTE PARK ADDITION, BEING A RESUBDIVISION OF PART OF BLOCKS 4, 6, 11, 12 AND 13 IN AVONDALE, AN ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 7252 S FAIRFIELD A 'E, UNIT 1 AND UNIT 2, CHICAGO, COOK,IL 60629

PARCEL IDENTIFICATION NUMBER 19-25-208-038-0000

CLIENT CODE: 04393

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FO JLOWS: LOT 23 IN BLOCK 5 IN A. T. MCINTOSH'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF LOTS 1 TO 4 IN WILLIAM S. JOHNSTON ESTATE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSH'P 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.