### **UNOFFICIAL COPY**

Doc#. 1819806044 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/17/2018 10:12 AM Pg: 1 of 8

PREPARFLY Y:

Karen Wade, Esq. 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

bv

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 November 10, 2017 executed by **JVA Four, LLC**, a Delaware limited liability company ("Borrover"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CoreVest"), predecessor-in-interest to Assignor, in the stated principal amount of Twelve Million One Hundred Twenty Eight Thousand Five Hundred Dollars and No Cents (\$12,128,500.00) (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 Exhibit A annexed hereto and made a part hereof (the "Premises"); and

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

WHEREAS, the parties hereto desire that Assign or 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 Lereby 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 November 10, 2017, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on March 12, 2018 in the Real Property Records of Cook County, Illinois, as Document No. 1807113017, Book n/a, Page n/a (as the same may heretofore have

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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 interpretation 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 (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.
- 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:

Elizabeth O'Brien Chief Executive Officer

Witness #1 Victor Zhang

Witness #2

Print Name: Leah Granovskaya

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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### ACKNOWLEDGMENT

STATE OF NEW YORK

NINTEL OF MOULTANIA

COUNTY OF NEW YORK

) ss.:

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On June 2018, before me, Debra Helen Heitzler, a Notary Public personally appeared Elizabeth C'Brien, as personally known to me (or proved to me the basis of satisfactory evidence) to oe 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/ner/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)

DF. B. A. HELEN HEITZLER

NOTAR Y PULLIC-STATE OF NEW YORK

N.3. 01HE6353855

Qualified in New York County

My Commission Explices 01-30-2021

Office

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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### **EXHIBIT A**

(Premises Description)

ADDRESS: 4319 WEST ROSCOE #1, #2, CHICAGO, COOK,IL 60641

PARCEL IDENTIFICATION NUMBER: 13-22-419-013-0000

CLIENT CODE: 08801

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 37 AND THE WEST 1/2 OF LOT 28 D BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 22. TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 441 NORMAL AVENUE, CHICAGO HEIGHTS, COOK,IL 60411

PARCEL IDENTIFICATION NUMBER: 32-16-125-017-0000

CLIENT CODE: 08797

THE LAND REFERRED TO HEREIN 50.0W IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AC FOLLOWS: THE NORTH 1/2 OF LOT 5 IN BLOCK 59, IN PERCY WILSONS KEYSTONF ADDITION ARTERIAL HILL, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 4735 W 182ND PLACE, COUNTRY CLUB HILLS, COCK II, 60478

PARCEL IDENTIFICATION NUMBER: 28-34-313-004-0000

CLIENT CODE: 08795

LOT 14 IN J. E. MERRION'S COUNTRY CLUB HILLS, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 660 FEET OF THE SOUTH 2319.73 FEET OF THE WEST 330 FEET THEREOF) OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1956 AS DOCUMENT NUMBER 16550509, IN COOK COUNTY, ILLINOLS

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ADDRESS: 4826 W GEORGE STREET UNIT 1, UNIT 2, CHICAGO, COOK,IL 60641

PARCEL IDENTIFICATION NUMBER: 13-28-223-022-0000

CLIENT CODE: 08794

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK.

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STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 15 IN BLOCK 2 IN FALCONER'S 2ND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 4832 W NELSON STREET UNIT 1, UNIT 2, CHICAGO, COOK,IL 60641

PARCEL DENTIFICATION NUMBER: 13-28-211-023-0000

CLIENT CODE: 08793

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINGIS AND IS DESCRIBED AS FOLLOWS: LOT 17 IN BLOCK 3 IN HIELD'S, SUBDIVISION OF BLOCKS 1 TO 6, BOTH INCLUSIVE AND 9 TO 12, BOTH INCLUSIVE, IN FALCOMER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIP AL MERIDIAN, AS PER PLAT RECORDED FEBRUARY 11, 1913, AS DOCUMENT NUMBER 5127933, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 4934 NORTH ALBANY AVENUE, UNIT 1, UNIT 2, CHICAGO, COOK, IL 60625

PARCEL IDENTIFICATION NUMBER: 13-12-11/-026-0000

CLIENT CODE: 08860

THE LAND REFERRED TO HEREIN BELOW IS SITUALED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOV S: LOT 32 IN BLOCK 1 IN THOMASSON'S RAVENSWOOD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT EAST 1/2 OF BLOCK 20 AND 29 IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 5052 WEST WELLINGTON AVENUE, UNIT 1, UNIT 2, CHICAGO, COOK,IL

PARCEL IDENTIFICATION NUMBER: 13-28-213-022-0000

CLIENT CODE: 08858

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE WEST 30.25 FEET OF THE EAST 60.50 FEET OF LOT 6 IN BLOCK 12 IN HEILDS SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 9, 10, 11 AND 12 IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 5201 CARRIAGEWAY DRIVE #207, ROLLING MEADOWS, COOK,IL 60008

PARCEL IDENTIFICATION NUMBER: 08-08-123-019-1121 & 1165

CLIENT CODE: 08856

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: UNIT C-207 AND PARKING SPACE NUMBER P-18 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE FOUNTAINS ON CARRIAGE WAY CONDOMINIUM, AS DELOTEATED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25046100, AS AMENDED FROM TIME TO TIME, IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5201 CARRI ACEWAY DRIVE #306, ROLLING MEADOWS, COOK, IL 60008

PARCEL IDENTIFICATION NUMBER: 08-08-123-019-1157 & 1136

CLIENT CODE: 08857

THE LAND REFERRED TO HEREIT BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRICED AS FOLLOWS: UNIT C-306 AND PARKING SPACE 10 IN FOUNTAINS ON CARRIAGE WAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THREE FOUNTAINS AS PLUM GROVE, BEING A SUBJUICION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCE AL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHLELF "A" TO THE DECLARATION OF CONDOMINIUM RECORD AS DOCUMENT 25046100 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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ADDRESS: 5544 WEST HIGGINS AVENUE #1A, CHICAGO, COOK,IL 60630

PARCEL IDENTIFICATION NUMBER: 13-09-317-033-1001

CLIENT CODE: 08854

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: UNIT 1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 5544 W. HIGGINS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 95-194223, IN LOT 2 IN BLOCK 57 IN VILLAGE OF JEFFERSON, A SUBDIVISION IN SECTION 8 AND 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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