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PREPARED BY AND  
UPON RECORDATION RETURN TO:

Holland & Knight LLP  
101 S. Tryon Street  
Suite 3600  
Charlotte, North Carolina 28280  
Attention: Joseph Barnette

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/05/2018 12:55 PM PG: 1 OF 5

CCIF 1801238 BID 4 (68)

Location: 6023 S. Vernon Avenue, Chicago, Illinois; 8440 S. Drexel, Chicago, Illinois

County: Cook

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 1st day of November, 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 November 1, 2018, executed PP P22 1, LLC, PP P22 2, LLC, and PP P22 3, 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 EIGHTEEN MILLION NINE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$18,945,000) (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 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

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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 dated as of November 1, 2018, executed by Borrower for the benefit of Assignor, as lender, and recorded on November 5, 2018, in the Real Property Records of Cook County, Illinois, as Document No. 1830906153 (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.

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

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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:   
Name: Grace Chiang  
Title: Vice President

## ACKNOWLEDGMENT

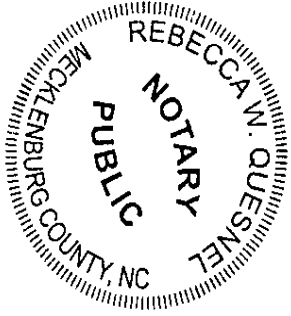
STATE OF NORTH CAROLINA )  
  )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2018, in Mecklenburg County, North Carolina, by Grace Chiang, the Vice President of STARWOOD MORTGAGE CAPITAL LLC, a Delaware limited liability company, on behalf of said limited liability company.



Print Name: Rebecca W. Quesnel  
Notary Public, State of North Carolina

My commission expires: 6/17/2020



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## EXHIBIT A

### Legal Description

#### Parcel 20

Lots 17 and 18 in Block 2 in John J. Mitchell's South Park Subdivision of Blocks 9, 10 and 11 in Maher's Subdivision of the South East 1/4 of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

For information only:

Property Address: 6033-35- S. Vernon, Chicago IL 60637

Permanent Index Number: 20-15-402-008-0000

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#### Parcel 14

Lots 17 and 18 in Block 1 in Ashton Subdivision of the West 30 acres of the South 60 acres of the West 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information only:

Property Address: 8440-42 S. Drexel Avenue, Chicago

60619 Permanent Index Number: 20-35-305-038-0000

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