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Doc#. 1831919096 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/15/2018 09:38 AM Pg: 1 of 7

PREPARED BY AND UPON RECOPDATION RETURN TO:

TRIMONT REAL ESTATE ADVISORS LLC ATTN: EMILY NOLPH 3131 TURTLE CREEK BLVD, STE 400 DALLAS, TEXAS 75219

### ASSIGNMENT OF SECURITY INSTRUMENT

by

VMC FINANCE 2018-FL2 HOLDCO LLC, a Delaware limited hability company

to

VMC FINANCE 2018-FL2 LLC, a Delaware limited liability company

Dated:

Location:

Chicago, Illinois

County:

**Cook County** 

For Tax Parcel I.D. Number and Address, see Exhibit A attached hereto.

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#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into and effective as of the \_\_\_\_\_\_\_ day of November, 2018, is made by VMC FINANCE 2018-FL2 HOLDCO LLC, a Delaware limited liability company, having an address of c/o Trimont Real Estate Advisors, 3500 Lenox Road, Suite G1, Atlanta, Georgia 30326 ("Assignor"), in favor of VMC FINANCE 2018-FL2 LLC, a Delaware limited liability company, having an address of c/o Trimont Real Estate Advisors, 3500 Lenox Road, Suite G1, Atlanta, Georgia 30326 ("Assignee").

#### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of September 25, 2018, executed by University Village Owner, LLC, an Illinois limited liability company ("Borrower"), and made payable to the order of VMC Lender LLC (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 Assignor assign to Assignee, its successors and assigns, all of Assignor's right, tide and interest in and to that certain (a) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, and (b) Assignment of Leases and Rents (collectively, 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:

Assignment. Assignor does hereby transfer, assign, gran and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Security Instrument (as further detailed below), and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor therefore from and after the date hereof:

### (See Schedule A attached hereto and made a part hereof)

- 2. <u>Assumption</u>. 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. <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:

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- (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
- 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.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- Headings. The headings of the paragraphs of this Assignment have been included only for converience, 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.
- Interpretation Whenever the context so requires in this Assignment, all words used in the singular shall be consumed 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.
- 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 sha'l, 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. Office

[NO FURTHER TEXT ON THIS PAGE]

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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:**

VMC FINANCE 2018-FL2 HOLDCO LLC,

a Delaware limited liability company

By: Name: Lames E. Dunbar

Title: President

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this day of November, 2018, by James E. Dunbar, the President of VMC FINANCE 2018-FL2 HOLDCO LLC, a Delaware limited liability company, for and on behalf of the limited liability company. He personally appeared before me, is personally known to me or cas produced a valid driver's license as identification.

Notary Public, State of Minnesota

naren J. Beack

Name: Anchen J. Black
My Commission Expires: Acre 21, 20

My Commission Expires: <u>Jan 31, 2026</u>

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### **ASSIGNEE:**

VMC FINANCE 2018-FL2 LLC, a Delaware limited liability company

By: Name: James E. Dunbar

Title: President

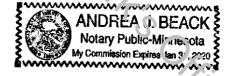
STATE OF MINNESO L'A COUNTY OF HENNEP!!

The foregoing instrument was acknowledged before me this day of November, 2018, by James E. Dunbar, the President of VMC FINANCE 2018-FL2 LLC, a Delaware limited liability company, for and on behalf of the limited liability company. He personally appeared before me, is personally known to me or has produced a valid driver's license as identification.

Notary Public, State of Minnesota

Maine: Andrea J. Be

My Conmission Expires: Jan 31, 2020



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### EXHIBIT A

#### **LEGAL DESCRIPTION**

THE WEST 12.60 FEET OF LOT 13 AND ALL OF LOTS 14 THROUGH 25, BOTH INCLUSIVE, IN BLOCK 14 IN SAMPSON AND GREEN'S SUBDIVISION OF BLOCKS 2 TO 6 AND 11 TO 14, ALL INCLUSIVE IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT), ALL IN COOK COUNTY ALLINOIS.

Tax Parcel Identification Numbers:

17-20-127-001-0000 (Affects Lots 15-25) 17-20-127-002-0000 (Affects Lot 14) 17-20-127-017-0000 (Affects the West 12.60 feet of Lot 13)

Address of Property:

1433-1459 W. 15<sup>th</sup> Street, 1501 S. Laflin Street, and a portion of 1431 W. 15<sup>th</sup> Street, Chicago, Illinois 60642

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### **SCHEDULE A**

### **DESCRIPTION OF SECURITY INSTRUMENT**

- Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of September 25, 2018, made by UNIVERSITY VILLAGE OWNER, LLC, an Illinois limited liability company, for the benefit of VMC LENDER LLC, a Delaware limited liability company, and recorded on September 27, 2018, as Document No. 1827017024 in the Office of the Cook County Recorder of Deeds, State of Illinois
- 2. Assignment: of Leases and Rents, dated as of September 25, 2018, made by UNIVERSITY VILLAGE OWNER, LLC, an Illinois limited liability company, for the benefit of VMC LENDER LLC, a Delaware limited liability company, and recorded on September 27, 2018, as Document No. 1827017025 in the Office of the Cook County Recorder of Deeds, State of Illinois.