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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

By

ACM CRE FUND I-L, LP

a Delaware limited partnership, as agent for itself and the Lenders

in favor of

ACM CRE SELLER 2, LLC,
a Delaware limited liability company

Premises: 57-65 East Oak Street
Chicago, Cook County, Illinois

Dated as of January 16, 2019



Doc# 1901706173 Fee \$72.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/17/2019 12:59 PM PG: 1 OF 5

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Justin R. Quinn, Esq.

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACM CRE FUND I-L, LP, a Delaware limited partnership, as Agent (as defined in the Security Instruments (defined below)) for itself and the other Lenders (as defined in the Security Instruments) (in each such capacity, collectively, "Assignor"), having an office at 444 Madison Avenue, 19th Floor, New York, NY 10022, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to ACM CRE SELLER 2, LLC, a Delaware limited liability company, having an office at 444 Madison Avenue, 19th Floor, New York, NY 10022, its successors, participants and assigns ("Assignee"), all right, title and interest of Assignor in and to the security instruments as set forth on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Security Instruments") executed by Borrower (as defined on Schedule 1), and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof, securing the payment of that certain Promissory Note A-1 made by Borrower, dated October 31, 2018, payable to the order of ACM CRE FUND I-L, LP, a Delaware limited partnership, in the maximum principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00).

The purpose of this instrument is to assign the Security Instruments executed by such Borrower to Assignee and to release any and all interest Assignor may have in and to the Security Instruments, except any indemnification provisions set forth in the Security Instruments or otherwise agreed in writing among Assignor and Assignee which by their terms would continue to benefit Assignor but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against the Assignee to which such indemnification provisions set forth in the Security Instruments would apply.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Assignor.

TO HAVE AND TO HOLD this Assignment of Security Instruments unto Assignee and to the successors and assigns of Assignee forever.

[signature page follows]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of this 16th day of January, 2019.

ASSIGNOR:

ACM CRE FUND I-L, LP, a Delaware limited partnership

By: Amherst RECAP CRE GP I LLC, a Delaware limited liability company, its general partner

By:



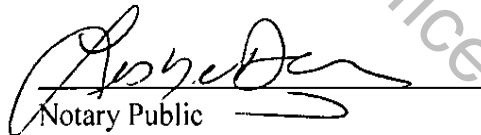
Name: Banu Roso

Title: Authorized Signatory

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 16 day of January in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Banu Roso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)


Notary Public

LESLYE DENNER
Notary Public, State of New York
No. 01DE6003039
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Feb. 23, 2022

[Signature Page to Assignment of Assignment of Leases and Rents (East Oak)]

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SCHEDULE I TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

1. Assignment of Leases and Rents dated October 31, 2018 by 65 Oak Street Owner, LLC, a Delaware limited liability company ("Borrower") in favor of Assignor, and recorded on November 2, 2018 in Cook County, Illinois as Doc #1830613029 (as the same has heretofore been amended, modified, restated, supplemented, assigned, renewed or extended).

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 6 IN THE NORTH 1/2 OF BLOCK 8 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-207-017-0000

PARCEL 2:

LOT 1 IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION AFORESAID, COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 340.2 FEET EAST OF THE NORTHWEST CORNER, THENCE EAST ON SAID LINE TO THE NORTHWEST CORNER OF LOT 1 IN LAWRENCE'S SUBDIVISION AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TO SOUTHWEST CORNER THEREOF; THENCE WEST 33 FEET 9 5/8 INCHES; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF LOT 1 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-207-018-0000