

# UNOFFICIAL COPY

Doc#. 1908513015 Fee: \$58.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/26/2019 09:24 AM Pg: 1 of 6

Prepared by, and after  
recording please return to:

Arbor Multifamily Lending, LLC  
333 Earle Ovington Blvd., Suite 900  
Uniondale, NY 11553  
Attention: Valerie Rubin

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

**ARBOR REALTY SR, INC.**

to

**ARBOR REALTY PARTICIPATION, LLC**

**Date: March 20, 2019**

**County of Cook  
State of Illinois**

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## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of March 20, 2019, is by ARBOR REALTY SR, INC., a Maryland corporation, having an address at 333 Earle Ovington Blvd., Suite 900, Uniondale, New York 11553 ("Assignor"), in favor of ARBOR REALTY PARTICIPATION, LLC, a Delaware limited liability company, having an address at 333 Earle Ovington Blvd., Suite 900, Uniondale, New York 11553 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of March 1, 2019, executed by 15928 S LECLAIRE LLC, an Illinois limited liability company ("Borrower"), and made payable to the order of Assignor, in the stated principal amount of FIVE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,300,000.00) (the "Note"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (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 Assignment of Leases.

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 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:

Assignment of Leases and Rents dated as of March 1, 2019 from Borrower, as assignor, to Assignor, as assignee (the "Assignment of Leases"), and recorded on March 6, 2019 in the Official Records of Cook County, Illinois, as Document Number 1906534097, encumbering the real property situated in Cook County, Illinois as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises").

2. Representation. The Assignor is the owner and holder of the indebtedness evidenced by the Note and secured by the Assignment of Leases and has the full right, power and authority to transfer the indebtedness and the Assignment of Leases. All payments or credits received by the Assignor in connection with the Note and/or the Assignment of Leases after the date hereof shall be promptly remitted to the Assignee in the form received by the Assignor. In furtherance thereof, the Assignor agrees to provide to the Assignee all necessary endorsements without recourse with respect to all checks, drafts and other instruments received by the Assignor

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after the date hereof in connection with the Note or the Assignment of Leases. The Assignor agrees to execute, acknowledge, and deliver all further instruments, deeds, financing statements and other documents as may, in the reasonable opinion of the Assignee, be necessary to transfer and assign the Note and the Assignment of Leases as contemplated herein.

3. Assumption. From and after the date hereof, Assignee accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of Assignor under the Assignment of Leases.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed therein without regard to conflict of laws principles.

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 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.

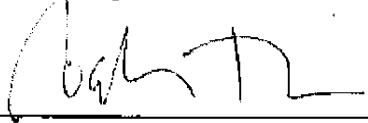
[signature page follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date above first written.

Assignor:

**ARBOR REALTY SR, INC.,**  
a Maryland corporation

By: 

Name: Valerie Rubin

Title: Authorized Signatory

Assignee:

**ARBOR REALTY PARTICIPATION, LLC,**  
a Delaware limited liability company

By: 

Name: William Connolly

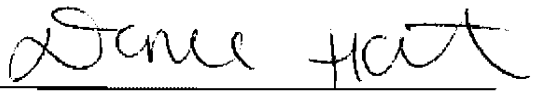
Title: Authorized Signatory

Property of Cook County Clerk's Office

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

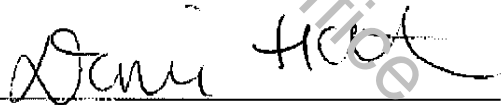
On the 18<sup>th</sup> day of March in the year 2019, before me, the undersigned, personally appeared VALERIE RUBIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public                      Sign and affix stamp

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

**DANIELLE K HARTMANN**  
Notary Public, State of New York  
No. 01HA6359875  
Qualified in Nassau County  
Commission Expires June 12, 20 21

On the 18<sup>th</sup> day of March in the year 2019, before me, the undersigned, personally appeared WILLIAM CONNOLLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public                      Sign and affix stamp

**DANIELLE K HARTMANN**  
Notary Public, State of New York  
No. 01HA6359875  
Qualified in Nassau County  
Commission Expires June 12, 20 21

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 14 AND 15 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 2 IN OAK FOREST HILLS, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Permanent Index Numbers:

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28-21-200-039-1034	28-21-200-039-1070
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	28-21-200-039-1072

Address of Property - 15928 and 15938 S LeClaire, Oak Forest, IL 60452