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COOK COUNTY RECORDER OF DEEDS

DATE: 03/28/2019 03:26 PM PG: 1 OF 8

PECORDING COVER SHEET Cook County

TYPE OF DOCUMENT: ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY INSTRUMENT Clart's Office



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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company

(Assignor)

in favor of

DOOD OF LCC WAREHOUSE I LLC, a Delaware limited liability company (Assignee)

> **ASSIGNMENT OF** MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

> > Dated:

March 26, 2019

Location:

8465 W. Grand Ave.

River Grove, Illin. is 60171

This Instrument Prepared By and Record and Return to:

Arnold & Porter Kay Scholer LLP 250 West 55th Street New York, New York 10019 Attention: Stephen Gliatta, Esq.

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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY, (this "Assignment"), made and entered into as of the 26th day of March, 2019 is made by LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company, having an address at 55 Railroad Avenue, Suite 100, Greenwich, CT 05830 ("Assignor"), in favor of LCC WAREHOUSE I LLC, a Delaware limited liability company, having an address at 55 Railroad Avenue, Suite 100, Greenwich, CT 05830 ("Assignee").

WITNESSETH

WHERFAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of March 8, 2019, executed by NP NATCHEZ, LLC, NP NARRAGANSETT LLC, NP GRAND EP, LLC, NP GRAND RG, LLC and NP WALTON, LLC, each a Delaware limited liability company, each as maker, and each having its principal place of business at 3039 W. Montrose Ave., Chicago, Illinois 60618 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated principal amount of FIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000) (the "Note"); and

WHEREAS, the Note is secured, ir. or alia, by the Mortgage (as hereinafter defined); and

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. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, tide and interest of Assignor in and to the instruments set forth on <u>Exhibit B</u> annexed hereto and reade a part hereof relating to that certain real property more particularly described on <u>Exhibit A annexed</u> hereto and made a part hereof (the "<u>Premises</u>") (collectively, the "<u>Mortgage</u>"), and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.
- 2. <u>Assumption</u>. From and after the date hereof, Assignee hereby a cepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Mortgage 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 made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. 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 Mortgage that remains outstanding to any person or entity other than Assignee; and

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- Assignor has full right and power to sell and assign the same to Assignee (b) 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 permitted assigns.
- Headings. The headings of the paragraphs of this Assignment have been included 6. 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 si all 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 perso;, 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 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.
- Section 275 of the Real Property Law. This Assignment is not subject to the 9. requirements of Section 275 of the Real Property Law because the Assignee in this Assignment is not acting as a nominee of the mortgagor and the Mortgage being assigned continues to secure as.

 77's Office a bona fide obligation.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company

By:

Name. Voler Shea

Authorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT

)ss.:

COUNTY OF FAIRFIELD

I, Margaret Alvarez, a Notary Public in and for said County and State, do hereby certify that Tyler Shea personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this ______ day of March, 20'9

My commission expires: 7/31/2013

Notary Public

MARGARET ALVAREZ NO JARY PUBLIC OF CONNECTICUT

My Commission Expires 7/31/2023

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ASSIGNEE:

LCC WAREHOUSE I LLC, a Delaware

limited liability company

By:

Name: Tyler Shea

Title: Aythorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT

)ss.:

COUNTY OF FAIRFIELD

I, Margaret Alvarez, a Notary Public in and for said County and State, do hereby certify that Tyler Shea personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said in trument as his/her/their free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 2 h day of Mach, 2019.

My commission expires: 7/31/2023

Notary Public

MARGARET ALVAREZ
NOTARY PUBLIC OF CONNECTICUT
Mv Commission Expires 7/31/2023



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EXHIBIT A

Legal Description

PARCEL 7:

SUB-LOT 4, EXCEPT THE WESTERLY 72 FEET THEREOF (AS MEASURED ALONG THE NORTHERLY LINE), IN COUNTY CLERK'S DIVISION OF THAT PART SOUTH OF GRAND AVENUE OF LOT 2 (EXCEPT A.C. SCHMIDT'S SUBDIVISION) IN ASSESSOR'S DIVISION OF FRACTIONAL WEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 8465 GRAND AVENUE, RIVER GROVE, IL 60171; PIN: 12-26-309-063.

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EXHIBIT B

TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

SCHEDULE OF MORTGAGES

1. Mortgage, Assignment of Leases and Rents and Security Agreement, dated March 8, 2019, made by NP GRAND RG, LLC to LOANCORE CAPITAL CREDIT REIT LLC, to be recorded in Cook County. Illinois.

COOK COUNTY RECORDER OF DEEDS

> COOK COUNTY RECORDER OF DEEDS