UNOFFICIAL COPY



Doc# 1916313090 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/12/2019 02:19 PM PG: 1 OF 6

ASSIGNMENT OF MONTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

C-III MORTGAGE FUNDING LLC, as Assignor

RCC REAL ESTATE SPE 4. LLC, as Assigned

(CTI, 1.F1 (CC)+I1902748CI) (STATUO

Dated:

LOAN NO: 230000877 AS OF MAY 2019

Location: 2020 Greenwood Street

Evanston, Illinois 60201

County: Cook County, ILL

PREPARED BY AND UPON RECORDATION RETURN TO:

K&L Gates LLP 599 Lexington Avenue New York, New York 10022 Attention: Koren Blair SY SY SCH

E N HUT RV

1916313090 Page: 2 of 6

UNOFFICIAL COPY

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

Dated: as of May 2019, 2019

KNOW THAT **C-III MORTGAGE FUNDING LLC**, having an address at 717 Fifth Avenue, 12th Floor, New York, New York 10022 (together with its successors and assigns, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to **RCC REAL ESTATE SPE 4**, **LLC**, together with its successors and assigns, having an address at 717 Fifth Avenue, 12th Floor, New York, New York 10022 (together with its successors and assigns, "Assignee"), all right, title and interest of Assignor in, to and under or arising out of those documents described (including the applicable recording information, if available) in **Exhibit A** attached hereto and made a part hereof (collectively, as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Recorded Loan Documents"), which Recorded Loan Documents encumbers the property more particularly described on **Exhibit B** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that this Assignment of Mortgage and Security Agreement and Assignment of Leases and Rents (as amended modified, restated, replaced, waived, substituted, supplemented or extended from time to time, this "Assignment") is made by Assignor and assumed without any recourse, representation or warranty of any kind, express or implied, except to the extent expressly set forth in (and subject to the terms and conditions of) that certain Mortgage Loan Sale and Purchase Agreement dated as of May 29, 2019 between C-III Commercial Mortgage LLC, as Seller, and RCC Real Estate Inc., as Purchaser.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

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 circumstances 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.

This Assignment may be executed in one or more counterparts (and by different parties in separate counterparts), each of which shall be an original but all of which together shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their

UNOFFICIAL COPY

respective successors and assigns.

Assignor hereby agrees to execute and deliver such other assignments, instruments, agreements or other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

[THIS PAGE INTENTIONALLY LEFT BLANK]

Property of Cook County Clerk's Office

3

{11501773:1}

1916313090 Page: 4 of 6

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

C-III MORTGAGE FUNDING LLC,

By:

Name:
Title:

Michael A. Pierro
Vice President

STATE OF NEW YOKK)) ss COUNTY OF NEW YORK)

On the Whole day of May, in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Pleno, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same by his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

Notary Public

My commission expires:

[notarial seal]

DANIELLE NICOLLE SEGAL NOTARY PUBLIC. STATE OF NEW YORK Registration No. 01SE6376858 Qualified in Queens County My Commission Expires June 18, 2022

1916313090 Page: 5 of 6

UNOFFICIAL COPY

EXHIBIT A

RECORDED LOAN DOCUMENTS AND RECORDING INFORMATION

- 1. Mortgage and Security Agreement dated as of November 30, 2018 and recorded December 4, 2018 as document number 1833818161 made by Greenwood Storage LLC, a Delaware limited liability company, Jung Evanston Self Storage, LLC, an Illinois limited liability company, and Stern Evanston Self Storage, LLC, an Illinois limited liability company, to C-III COMMERCIAL MORTGAGE LLC, a Delaware limited liability company, to secure an indebtedness in the amount of \$5,680,000.00, and as assigned to C-III MORTGAGE FUNDING LLC, a Delaware limited liability company, by Assignment of Mortgage and Security Agreement dated as of November 30, 2018 and recorded December 4, 2018 as document number 1833818163.
- 2. Assignment of Leases and Rents dated as of November 30, 2018 and recorded December 4, 2018 as document number 1833818162 made by Greenwood Storage LLC, a Delaware limited liability company, Jung Evanston Self Storage, LLC, an Illinois limited liability company, and Stern Evanston Self Storage, LLC, an Illinois limited liability company, to C-III COMMERCIAL MOP.TGAGE LLC, a Delaware limited liability company, and as assigned to C-III MORTGAGE FUNDING LLC, a Delaware limited liability company by Assignment of Assignment of Leases and Rents dated as of November 30, 2018 and recorded December 4, 2018 as document number 1833818164.

1916313090 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

FIHAT certain los, , lying and being in Coc. 85:

1 in Greenwood Subdivision, a subdivision of various parts of the Southea.
North, Range 13, East of the Third Principal is December 3, 2018 as document number 1833744034.

OIN: 10-13-322 - 250 - 2002