

FILE SECOND

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

By

LOANCORE CAPITAL CREDIT REIT LLC,
a Delaware limited liability company



1923545078

in favor of

Doc# 1923545078 Fee \$89.00

LOANCORE CRE SELLER LLC,
a Delaware limited liability company

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/23/2019 03:30 PM PG: 1 OF 6

Property Location: 165 W. Superior Street
Chicago, Illinois 60654

Dated as of May 30, 2019

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

Arnold & Porter
250 West 55th Street
New York, New York 10019
Attention: Stephen Gliatta, Esq.
893571 -2

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

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LOANCORE CAPITAL CREDIT REIT LLC**, a Delaware limited liability company ("Assignor"), having an office at 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to **LOANCORE CRE SELLER LLC**, a Delaware limited liability company, whose address is 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830, its successors, participants and assigns ("Assignee"), all right, title and interest of Assignor in and to the security instruments executed by certain obligors set forth on Schedule I attached hereto and incorporated herein by reference (collectively, the "Security Instruments"), 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 a Promissory Note made by SP REALTY HOLDING COMPANY LLC, a Delaware limited liability company, as borrower, dated September 21, 2018, payable to the order of Assignor, in the maximum principal amount of up to ONE HUNDRED FIFTEEN MILLION AND NO/100 DOLLARS (\$115,000,000.00) (as the same may have been amended, the "Note"), as assigned by that certain Allonge to Promissory Note made by LCC REIT to **LCC WAREHOUSE III LLC**, a Delaware limited liability company ("LCC WH III"), dated as of May 30, 2019, as further assigned by that certain Allonge to Promissory Note made by LCC WH III to LCC REIT, dated as of May 30, 2019.

Assignor also hereby assigns, conveys, grants, sets over, and transfers to Assignee all of Assignee's right, title and interest, if any, in those certain mortgages more particularly described in Schedule I, attached hereto and made a part hereof.

The purpose of this instrument is to assign the Security Instruments executed by such obligors (the "Obligors") 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 is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

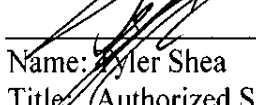
TO HAVE AND TO HOLD this Assignment of Security Instruments unto Assignee and to the successors and assigns of Assignee forever.

Dated as of May 30, 2019

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

LOANCORE CAPITAL CREDIT REIT LLC,
a Delaware limited liability company

By: 
Name: Tyler Shea
Title: Authorized Signatory

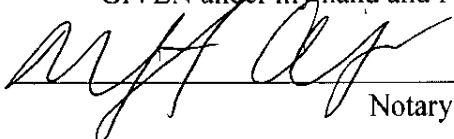
Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

I, Margaret Alvarez, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that Tyler Shea, the Authorized Signatory of LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instruments as Authorized Signatory of LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company, as his/her free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13th day of May, 2019.


Notary Public

[NOTARIAL SEAL]

My Commission expires: 7/31/2023

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

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

1. Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement dated April 1, 2019 by SP REALTY HOLDING COMPANY LLC, a Delaware limited liability company, as borrower, to LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company ("LCC REIT"), and recorded on September 28, 2018 in Cook County, Illinois as Document Number 1827116049, as assigned by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement made by LCC REIT to LCC WAREHOUSE III LLC, a Delaware limited liability company ("LCC WH III"), dated as of dated as of October 2, 2018 and recorded on October 4, 2018 in Cook County, Illinois as Document Number 1827716023, as further assigned by that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement made by LCC WH III to LCC REIT, dated as of May 30, 2019 and recorded on 8/23/19 in Cook County, Illinois as Document Number 1923545078, pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement (as the same has heretofore been amended, modified, restated, supplemented, assigned, renewed or extended).

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1, 2, 3 AND 4 IN THE ASSESSOR'S DIVISION OF LOTS 1 TO 6, INCLUSIVE, OF BLOCK 29 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 6, AFORESAID, LYING EAST OF A LINE 14 FEET WEST OF AND PARALLEL TO THE WEST LINE OF LASALLE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9, 10 AND 11 IN BLOCK 2 IN WALTER NEWBERRY'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH-SOUTH 14 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 7 AND 8, LYING WEST OF THE WEST LINE OF LOT 9 AND LYING NORTH OF A LINE 40 FEET SOUTH OF AND PARALLEL TO A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 9, ALL IN BLOCK 2 OF NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PART OF PUBLIC ALLEY HEREIN VACATED BEING FURTHER DESCRIBED AS THE NORTH 40 FEET OF THE NORTH-SOUTH 14 FOOT PUBLIC ALLEY IN THE BLOCK BOUNDED BY WEST SUPERIOR STREET, WEST HURON STREET, NORTH WELLS STREET AND NORTH LASALLE STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 15 FEET OF LOT 7 AND ALL OF LOT 8 IN BLOCK 2 IN WALTER NEWBERRY'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 27 FEET OF LOT 6 AND THE SOUTH 13 FEET OF LOT 7 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

THE NORTH 24 FEET OF LOT 5 AND THE SOUTH 1 FOOT OF LOT 6 IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE VACATED NORTH-SOUTH 14 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 5, 6 AND 7, LYING WEST OF THE WEST LINE OF LOT 9, LYING SOUTH OF A LINE 40.00 FEET SOUTH OF AND PARALLEL TO A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 8 TO THE NORTHWEST CORNER OF LOT 9 AND LYING NORTH OF THE SOUTH LINE OF LOT 9 EXTENDED WESTWARD TO THE WEST LINE OF SAID ALLEY ALL IN BLOCK 2 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 7 AS CONTAINED IN THE LIGHT AND AIR AND ENCROACHMENT EASEMENT AGREEMENT DATED AUGUST 12, 2014 AND RECORDED AUGUST 19, 2014 AS DOCUMENT NUMBER 1423119123 MADE BY AND BETWEEN AP 707 N. WELLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SUPERIOR PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

CKA: 165 W. Superior Street, Chicago, IL 60654

PINS: 17-09-210-001-0000

17-09-210-002-0000

17-09-210-003-0000

17-09-210-007-0000

17-09-210-016-0000