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EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 10:20 AM PG: 1 OF 7

PREPARED BY:

Karen Wade, Fsa. Alston & Bird LLP 2828 N Harwood Street, Suite 1800 Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Kelly Grady OS National LLC 3097 Satellite Blvd, Ste 400 Duluth, GA 30096

#### ASSIGNMENT OF SECURITY INSTRUMENT

by

### COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2019-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of April 11, 2019

State: Illinois County: Cook

S NS P J S J S C Y E NT DA

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#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 11<sup>th</sup> day of April, 2019, is made by COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2019-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignec").

#### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as January 31, 2019 executed by **CO Homes II LLC**, a Delaware limited liability company ("Beard wer"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CoreVest"), predecessor-in-interest to Assignor, in the stated principal amount of Seven Million Sixty Five Thousand Dollars and No Cents (\$7,065,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (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 are Security Instrument.

NOW, THEREFORE, in consideration of the premise 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 assigns, all of the right, title and interest of Assigner 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:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 31, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on February 14, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1904508031, Book n/a, Page n/a (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

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- 2. <u>Representations and Warranties of Assignor</u>. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except 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 Security Instrument to any person or entity other than Assignee; and
  - (b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
- 3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construct in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.
- 4. <u>Successors and Assigns</u>. Pris Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Headings</u>. 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.
- 6. <u>Interpretation</u>. 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 "berson" 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.
- 7. 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 has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

**COREVEST AMERICAN FINANCE DEPOSITOR LLC**, A Delaware limited liability company

By:

'Brien Elizabeth Q Chief Executive Officer

Of County Clarks Office

<u>Witness</u> #1

Leah Granovskaya Print Name:

Samuel Harrity Print Name:

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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#### **ACKNOWLEDGMENT**

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

On April 3, 2019, before me, Debra Helen Heitzler, a Notary Public personally appeared Elizabeth O'Brien, as personally known to me (or proved to me 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 in his/her/their authorized capacity(ies), and that by his/ae/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the and ersigned in the City of New York, County of New York, State of New York.

WITNESS my hand and official seal.

Signature

(Notary Seal)

DEBRA HELEN HEITZLER
NOTARY PUBLIC STATE OF NEW YORK
No. 01HE6753355
Qualified In New York County
My Commission Expires 01-30-2021

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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#### EXHIBIT A

(Premises Description)

Parcel 77

Property Address: 12432 S Lowe Ave, Chicago, IL 60628

PIN: 25-28-310-045-0000

LOT 14 AND THE NORTH 1/2 OF LOT 15 IN BLOCK 7 IN SECOND ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 78

Property Address: 9911 S Paxton Ave, Chicago, IL 60617

PIN: 25-12-404-041-0000

THE NORTH 10 FEET OF LOT 35 AND ALL OF LOT 36 IN BLOCK 11 IN CALUMET TRUST'S SUBDIVISION OF FRACTIO VAL SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, TOWNS: (IP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, A PLAT OF WHICH WAS RECORDED DECEMBER 30, 1924 AS DOCUMENT NO. 9137462 IN COOK COUNTY, ILLINOIS.

Parcel 79

Property Address: 9137 S Dante Avenue, Chicago, IL 60619

PIN: 25-02-403-052-0000

THE NORTH 5 FEET OF LOT 31, LOT 32 AND THE SOUTH 5 FEET OF LOT 33 IN BLOCK 3 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUPPLYISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 80

Property Address: 2124 W 72nd Street, Chicago, IL 60653

PIN: 20-30-105-025-0000

LOT 37 IN BLOCK 4 IN HERRON'S SUBDIVISION OF 50 ACRES IN THE EAST 1/2 CT. THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF 1'15 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 81

Property Address: 8345 S Hamilton Ave, Chicago, IL 60620

PIN: 20-31-306-021-0000

LOT 30 IN BLOCK 3 IN H.O. STONE AND COMPANY'S ROBEY STREET SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE RIGHT OF WAY OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD IN COOK COUNTY, ILLINOIS.

Parcel 82

Property Address: 9227 S Parnell Ave, Chicago, IL 60620

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PIN: 25-04-313-056-0000

LOT 10 (EXCEPT THE NORTH 22.27 FEET THEREOF) ALL OF LOT 11 AND THE NORTH 7.09 FEET OF LOT 12 IN BLOCK 12 IN BROUSE'S SUBDIVISION OF THE NORTH 40 ACRES OF SOUTH 95 ACRES OF WEST 110 ACRES OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 84

Property Address: 8848 S Wabash Ave, Chicago, IL 60619

PIN:

25-03-106-041-0000

LOT 84 IN GARDEN HOMES, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST

OF THE THIRD TRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 85

Property Address: 9242 S Essex Ave, Chicago, IL 60617

PIN:

26-06-308-033-0000

LOT 18 AND THE SOUTH 5 FEET OF LOT 17 IIV BLOCK 6 IN SOUTH CHICAGO HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 86

Property Address: 9610 S Wallace St, Chicago, IL 60628

PIN:

25-09-111-027-0000

LOT 5 IN BLOCK 8 IN EAST WASHINGTON HEIGHTS, BEING A SUPPLYISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Parcel 87

Property Address: 9540 S Perry Ave, Chicago, IL 60628

PIN:

25-09-205-029-0000

LOT 17 IN BLOCK 3 IN GEORGE W. PARKIN'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.