

Doc# 1933110009 Fee \$70.00

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

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 09:39 AM PG: 1 OF 8

PREPARED BY:

Karen Wade, Fsq. Alston & Bird LD? 2828 N Harwood Street, Suite 1800 Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Kelly Grady OS National LL.C 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 8 S 9 W Y SC Y E Y

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 11th 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 ("Assignee").

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 ("Berro ver"), 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 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 assigns, all of the right, title and interest of Assigner in and to the following described instrument, and does hereby grant and delegate to Assigner, 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. 1904542013, 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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Assignment of Security Instrument (DEPOSITOR TO TRUST) – Page 1
Cook / Illinois
#35666147

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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>. This 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]

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:

Chief Executive Officer

204 COUNTY CLOPA'S OFFICE

itness #1

Print Name: Leah Granovskaya

Print Name:

Samuel Harrity

Signature Page

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ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK)
) ss

On April 31, 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/her/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 undersigned in the City of New York, County of New York, State of New York.

WITNESS my hand and official seal.

Signature_

(Notary Seal)

CEBRA HELEN HEITZLER

NOTARY OUSFIC-STATE OF NEW YORK

No. THE6353855

Qualified in New York County

My Commission Expires 01-30-2021

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

EXHIBIT A

(Premises Description)

Parcel 88 Property Address: 12715 S Sangamon St, Chicago, IL 60643

PIN: 25-32-203-045-0000

LOT 35 (FXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 10 FEET OF LOT 36 IN BLOCK 1 M PON AND COMPANY'S RIVERSIDE SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING NORTH OF LITTLE CALUMET RIVER OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 25 ACRES THEREOF) OF SECTION 32 NORTH OF THE INDIAN BOUNDARY LINE TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Parcel 89 Property Acdress: 1127 W 104Th St, Chicago, IL 60643

PIN: 25-17-208-030-0000

THE WEST 60 FEET OF THE EAST 200 FEET OF THE NORTH 1/2 OF LOT 2 IN PULLMAN GARDENS, A SUBDIVISION OF THE SO'5TH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSH' P 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 91 Property Address: 620 E 88th Place, Chicago, IL 60519

PIN: 25-03-210-048-0000

LOT 40 AND THE WEST 10 FEET OF LOT 39 IN S.E. GROSS' SUBDIVISION OF BLOCK 16 IN DAUPHIN PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE NOP THE AST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINC! PAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 92 Property Address: 1220 W 109th PI, Chicago, IL 60643

PIN: 25-17-320-034-0000

LOT 40 IN MILLERS SUBDIVISION OF BLOCK 9 IN STREETS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 93 Property Address: 8832 S Wood St, Chicago, IL 60620

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PIN: 25-06-209-029-0000

LOT 14 IN BLOCK 9 IN ENGLEWOOD HEIGHTS, BEING A RESUBDIVISION OF WRIGHTS SUBDIVISION OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE PITTSBURG, CINCINNATI AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

Parcel 95 Property Address: 12864 S Lowe Ave, Chicago, IL 60628

PIN: 25-33-112-051-0000

LOT 10 (EXCEPT THE NORTH 26 FEET THEREOF), LOT 11 AND THE NORTH 4 FEET OF LOT 12 IN BLOCK 13 IN NEW ROSELAND, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 33 NOF, FILOR THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 28 AND 35, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1927 AS DOCUMENT NUMBER 9813257 IN COOK COUNTY, ILLINOIS.

Parcel 96 Property Address: 7645 S Champlain Ave, Chicago, IL 60619

PIN: 20-27-413-016-0000

LOT 16 IN WAKEFORD FOURTEENTH ADDITION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE $^{\circ}$ 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS.

Parcel 97 Property Address: 10135 S Van Vlissingen Rd, Chicago, IL 60617

PIN: 25-12-414-020-0000

THE SOUTHERLY 50 FEET OF THE NORTHERLY 62 FEET OF LOT 11 IN BLOCK 32 IN CALUMET TRUST SUBDIVISION IN FRACTIONAL SECTION 12 BOTH NORTH AND SOUTH OF INDIAN BOUNDARY LINE IN TOWNSHIP 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, IN COOK COUNTY, ILLINOIS.

Parcel 99 Property Address: 9237 S Merrill Ave, Chicago, IL 60617

PIN: 25-01-411-012-0000

LOT 31 (EXCEPT THE SOUTH 16 AND 1/3 FEET THEREOF) AND ALL OF LOT 32 IN BLOCK 12 IN S.E. GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 100 Property Address: 9302 S Rhodes Ave, Chicago, IL 60619

PIN: 25-03-419-022-0000

LOT 2 IN BLOCK 2 IN VERNON PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT RAILROAD RIGHT OF WAY AND STREETS) IN SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLI; (O.S.