

# UNOFFICIAL COPY



Doc# 1933110010 Fee \$70.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 09:41 AM PG: 1 OF 8

**PREPARED BY:**

CoreVest American Finance Lender LLC  
c/o Michelle Aileen Fallis  
1920 Main St., Suite 850  
Irvine, CA 92614

**UPON RECORDATION RETURN TO:**

OS National, LLC  
2170 Satellite Blvd., Suite 200  
Duluth, GA 30097  
(770) 497-9100

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

**COREVEST AMERICAN FINANCE LENDER LLC,**  
a Delaware limited liability company

to

**CF COREVEST PURCHASER LLC,**  
a Delaware limited liability company

**Dated: As of January 31, 2019**

State: Illinois  
County: Cook

S NS  
P 8  
S 9  
M Y  
SC Y  
E Y  
INT DC

# UNOFFICIAL COPY

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 31<sup>st</sup> day of January, 2019, is made by **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614, Attention: Head of Term Lending ("Assignor"), in favor of **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at c/o Fortress Investment Group, 1345 Avenue of the Americas, 46th Floor, New York, NY 10105, Attention: General Counsel - Credit Funds ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of January 31, 2019, executed by CO HOMES II LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of SEVEN MILLION SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$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 the 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. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor 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 Assignor, as lender, and recorded on February 14, 2019 with the Recorder of Deeds of Cook County, Illinois, as Document No. 1904516043 (the "Security Instrument"), in respect of the Premises.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

# UNOFFICIAL COPY

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 construed 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. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Headings. 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. Interpretation. 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 "person" 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]

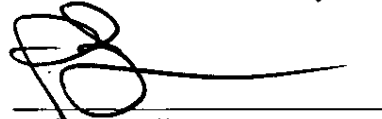
# UNOFFICIAL COPY

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

ASSIGNOR:

COREVEST AMERICAN FINANCE LENDER  
LLC, a Delaware limited liability company

By:



Paul Basmajian  
Authorized Signatory

Address:

1920 Main Street, Suite 850  
Irvine, CA 92614  
Attention: Head of Term Lending

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF UTAH )  
COUNTY OF SALT LAKE )

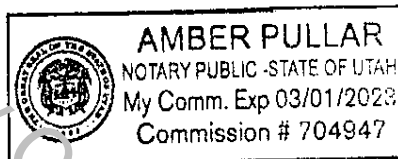
On September 12, 2019, before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Amber Pullar*

(Seal)



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### (Premises Description)

Parcel 44      Property Address: 9129 S Dante Ave, Chicago, IL 60619

PIN:    25-02-403-050-0000

LOT 34 (EXCEPT SOUTH 15 FEET THEREOF) AND LOT 35 IN BLOCK 3 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF THE RAILROADS, IN COOK COUNTY, ILLINOIS.

Parcel 45      Property Address: 1237 W 95th St, Chicago, IL 60643

PIN:    25-08-106-006-0000

LOT 8 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 AND ALL OF BLOCKS 3, 6, 7 AND 10 IN HILLIARD AND DOBBIN'S RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 IN THE FIRST ADDITION TO WASHINGTON HEIGHTS, LYING NORTH OF THE WASHINGTON HEIGHTS BRANCH RAILROAD BEING IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (EXCEPT THAT PART CONVEYED TO THE CITY OF CHICAGO, OF SAID LOT 8 LYING NORTH OF A LINE 54 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION, AFORESAID; SITUATED IN COOK COUNTY, ILLINOIS)

Parcel 46      Property Address: 12252 S Ada St, Chicago, IL 60643

PIN:    25-29-115-013-0000

LOT 20 IN VICTORY HEIGHTS, A SUBDIVISION OF THE WEST 14 OF THE SOUTH 300 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 47      Property Address: 7124 S Albany Ave, Chicago, IL 60629

PIN:    19-25-101-028-0000

LOT 36 IN BLOCK 3 IN MAGHERA, BEING PETER J. O'REILLY'S RESUBDIVISION OF BLOCKS 5 TO 12 OF THE 71ST STREET ADDITION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 48      Property Address: 12337 S Yale Ave, Chicago, IL 60628

PIN:    25-28-401-066-0000

# UNOFFICIAL COPY

**PARCEL 48A:**

THE NORTH 15 FEET OF LOT 20 AND LOT 21 (EXCEPT NORTH 7.59 FEET THEREOF) IN HOUSINGER AND MALMSTEN'S SUBDIVISION OF SOUTH 1/2 OF LOT 2 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

**PARCEL 48B:**

THE NORTH 1 FOOT OF THE SOUTH 18.41 FEET LOT 21 IN HOUSINGER AND MALMSTEN'S SUBDIVISION OF THE EAST 463.96 FEET OF THE SOUTH 1/2 IN ANDREW'S SUBDIVISION OF EAST 1/2 OF THE SOUTHWEST 1/4 OF SOUTHEAST FRACTIONAL QUARTER IN SECTION 28 TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Parcel 49      Property Address: 8831 S Eggleston Ave, Chicago, IL 60620

PIN: 25-04-115-013-0000

LOT 9 IN RESUBDIVISION OF PART OF BLOCK 16 IN SISSON AND NEWMANS SOUTH ENGLEWOOD, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 4 AND THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 5 LYING EAST OF THE CENTER LINE OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 51      Property Address: 7958 S Yale Ave, Chicago, IL 60620

PIN: 20-33-202-033-0000

LOT 24 IN BLOCK 2 IN FREDERICK H. BARTLETT'S STEWART AVENUE SUBDIVISION OF THE NORTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 52      Property Address: 431 W 110th St, Chicago, IL 60628

PIN: 25-16-327-012-0000

LOT 12 IN BLOCK 4 IN NORTH SHELDON HEIGHTS FIRST ADDITION, BEING A SUBDIVISION OF LOT 1 (EXCEPT THE EAST 138 FEET) AND (EXCEPT THE NORTH HALF OF THE WEST 293 FEET THEREOF) AND LOT 4 (EXCEPT THE WEST 914.9 FEET OF THE SOUTH 141 FEET THEREOF) ALL IN THE SUBDIVISION OF LOTS 59 AND 62 IN SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

Parcel 53      Property Address: 11334 S Emerald Ave, Chicago, IL 60628

PIN:    25-21-116-011-0000

LOT 38 IN SHELDON HEIGHTS 7TH ADDITION, BEING A RESUBDIVISION OF PARTS OF 5TH ADDITION TO SHELDON HEIGHTS AND SHELDON HEIGHTS 6TH ADDITION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 54      Property Address: 12430 S Egelston Ave, Chicago, IL 60628

PIN:    25-28-314-040-0000

THE NORTH 5 FEET OF LOT 29 AND ALL OF LOT 30 IN BLOCK 2 IN HURD AND ANDREW'S SUBDIVISION OF LOTS 5 AND 6 OF ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 28 TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 33 FEET OF SAID LOT 5, FORMERLY DEDICATED FOR PART OF 124TH STREET), IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office