

UNOFFICIAL COPY



1935822008

PREPARED BY AND
UPON RECORDATION RETURN TO:

Doc# 1935822008 Fee \$88.00

Frost Brown Todd LLC
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
Attn: John W. Gragg, Esq.

RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 12/24/2019 09:22 AM PG: 1 OF 5

ASSIGNMENT AND ASSUMPTION OF INTEREST UNDER MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

Dated as of the 10th day of December, 2019.

FOR VALUE RECEIVED, GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING, LLC, a Delaware limited liability company ("Assignor"), assigns, conveys, grants, sets over and transfers to GRASS RIVER WAREHOUSE FACILITY ENTITY TWO, LLC, a Delaware limited liability company ("Assignee"), all of Assignor's right, title and interest, if any, in and to that certain Mortgage, Assignment of Leases and Rents and Security Agreement made by HOWARD INDUSTRIAL LLC, an Illinois limited liability company ("Borrower"), to or for the benefit of Assignor, dated as of December 10, 2019, and recorded on December 11, 2019 in the land records of Cook County, State of Illinois as Instrument No. 1934548000 (the "Security Instrument"), such Security Instrument encumbering premises described therein located in Cook County, State of Illinois, as more particularly described in Exhibit A attached hereto;

TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all notes and contracts described or referred to in the Security Instrument, all guarantees of the Security Instrument, all assumptions of the Security Instrument, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Security Instrument.

Assignee assumes all liabilities and obligations of Assignor arising under the Security Instrument on and after the date hereof.

This Assignment and Assumption of Interest Under Mortgage, Assignment of Leases and Rents and Security Agreement (this "Assignment and Assumption") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

FIRST AMERICAN TITLE
FILE # 3002974
1013

Assignment and Assumption of Interest Under Mortgage,
Assignment of Leases and Rents and Security Agreement Tier 1
- Grass River: Howard Commons

S ✓
P 5
S L
M
SC
E
INT
5

UNOFFICIAL COPY

This Assignment and Assumption may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

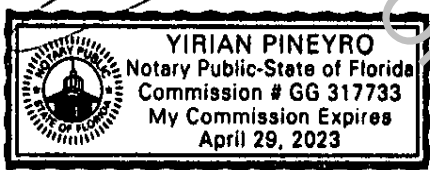
GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING, LLC, a Delaware limited liability company

By: [Signature]
Name: Toby Cobb
Title: Treasurer

STATE OF ^{Florida} ~~NEW YORK~~)
COUNTY OF ^{Miami-Dade} ~~NEW YORK~~) ss

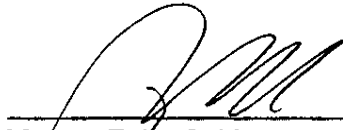
On the 5th day of December in the year 2019 before me, the undersigned, personally appeared TOBY COBB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public




UNOFFICIAL COPY

**GRASS RIVER WAREHOUSE FACILITY
ENTITY TWO, LLC**, a Delaware limited liability
company

By: 
Name: Toby Cobb
Title: Treasurer

STATE OF Florida)
~~NEW YORK~~) ss:
COUNTY OF Miami-Dade)
~~NEW YORK~~)

On the 5th day of December in the year 2019 before me, the undersigned, personally appeared TOBY COBB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



UNOFFICIAL COPY

Howard Commons
 Illinois
 Page 1 of 2

Exhibit A
Legal Description

The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows:

PARCEL 1:

That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence South 89 degrees 23 minutes 23 seconds West along the North line of the Southwest Quarter of said Section 29, a distance of 1018.95 feet to a point in said line 299.0 feet East of (as measured along said North line) the Northwest corner of said Southwest Quarter Section; thence South 00 degrees 00 minutes 00 seconds West along the East line of the West 299.0 feet of the Southwest Quarter of said Section 29, (said line also being the East line of a public road known as Croname Road), a distance of 962.51 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 586.24 feet; thence North 00 degrees 00 minutes 00 second East, a distance of 383.37 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 431.86 feet to a point in the East line of the West Half of the Southwest Quarter of said Section 29; thence North 00 degrees 04 minutes 38 seconds East along the last mentioned East line, a distance of 589.99 feet to the point of beginning, in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING:

That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence West along the North line of the Southwest Quarter of said Section 29 to its intersection with the Northerly extension of the center line of Croname Road, (said point of intersection being hereinafter referred to as Point "A"); thence South along said center line, a distance of 319.46 feet; thence East, a distance of 30.0 feet to the East line of Croname Road; thence Northeasterly to a point 47.51 feet East of the center line of Croname Road and 99.41 feet South (as measured along said center line) of Point "A" herein before described; thence Northeasterly to a point 64.51 feet East of the center line of Croname Road and 64.46 feet South (as measured along said center line) of Point "A" herein before described; thence Northeasterly to a point 49.37 feet South of said North line of the Southwest Quarter of Section 29 and 83.80 feet East (as measured along said North line) of Point "A" herein before described; thence Northeasterly to a point on a line 40.0 feet South of and parallel with said North line of the Southwest Quarter of Section 29, a distance of 118.81 feet East, (as measured along said North line) of Point "A" herein before described; thence East along said parallel line to the East line of said West Half of the Southwest Quarter of Section 29; thence North along said West line to the point of beginning, in Cook County, Illinois.

AND FURTHER EXCEPTING THEREFROM that part dedicated for Croname Road and Howard Street, in Cook County, Illinois.

UNOFFICIAL COPY

Howard Commons
Illinois
Page 2 of 2

PARCEL 2:

An easement for the benefit of Parcel 1, as created by grant recorded September 26, 1985 as document 85206474 for ingress and egress over the following described property: That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence South 00 degrees 04 minutes 38 seconds West along the East line of the West Half of the Southwest Quarter of Section 29 aforesaid, a distance of 589.99 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 431.86 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 383.37 feet to the point of beginning of the parcel to be described; thence continuing South 00 degrees 00 minutes 00 seconds West, a distance of 86.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 8.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 56.50 feet; thence North 88 degrees 10 minutes 39 seconds East, a distance of 52.44 feet; thence South 00 degrees 04 minutes 40 seconds East, a distance of 53.83 feet; thence South 52 degrees 59 minutes 13 seconds East, a distance of 41.75 feet to the Northerly line of Gross Point Road; thence South 64 degrees 03 minutes 29 seconds West along said Northerly line of Gross Point Road, a distance of 43.42 feet; thence North 47 degrees 06 minutes 06 seconds West, a distance of 51.63 feet; thence North 34 degrees 24 minutes 37 seconds West, a distance of 34.82 feet; thence North 58 degrees 50 minutes 28 seconds West, a distance of 57.24 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 145.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 68.20 feet to the point of beginning, in Cook County, Illinois.

Note: For informational purposes only, the land is known as:

6201-6299 & 6151 W. Howard Street
Niles, IL 60714

PIN Nos 10-29-300-017-0000 and 10-29-300-018-0000