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Doc# 2002316009 Fee \$70,00

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/23/2020 10:04 AM PG: 1 OF 8

PREPARED BY:

Karen Wade, Esq. Alston & Bird J.P 2220 Ross Avenue, Suite 2300 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 2019-2 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of July 17, 2019

State: Illinois County: Cook

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ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 17th day of July, 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 2019-2 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 date? at May 29, 2019 executed by Blackwell Cap LLC, a Delaware limited liability company ("Borrower"), 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 Four Million Forty Thousand Dollars and No Cents (\$4,040,000.00) (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 bereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assign or 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 arove 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 May 29, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on June 10, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1916116018, 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 Assign e.
- 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 recordance with, the laws of the State of Illinois, it being understood that, except as expressly of 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 un this Assignment, all words used in the singular shall be construed to have been used in the plucal (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.

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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:

J. Christopher Hoeffel Chief Financial Officer

Coot County Clark's Office

Witness #1

Print Name: Christian Knight

Witness #2

Print Name: 0//u/1

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On July 31, 2019, before me, Debra Helen Heitzler, a Notary Public personally appeared J. Christopher Hoeffel, 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/u.cir 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

204 COUNTY CLOPA'S OFFICE DEBRA HELEN HEITZLER NOTARY PUBLIC-STATE OF NEW YORK No.01HE6353855 Qualified in New York County

My Commission Expires 01-30-2021

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EXHIBIT A

(Premises Description)

ADDRESS: 8004 S. YALE AVE, UNIT 1-2, CHICAGO, COOK, IL 60620

PARCEL IDENTIFICATION NUMBER: 20-33-210-020-0000

CLIENT CODE: FREE38

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT TWO (EXCEPT THE NORTH 16 FIET THEREOF) NORTH 10 FEET OF LOT THREE IN BLOCK SEVEN (7) IN FRED'K H. BARTLETTS STEWART AVENUE SUBDIVISION OF THE NORTH TWENTY-FIVE 25) ACRES OF THE WEST HALF (1/2) OF THE NORTH-EAST QUARTER (1/4) OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 8008 S. YALE AVE, UNIT 1-2, CHICAGO, COOK,IL 60620

PARCEL IDENTIFICATION NUMBER: 20-33-210-021-0000

CLIENT CODE: FREE41

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 3 (EXCEPT THE NORTH 19 FEET THEREOF) AND THE NORTH 22 FEET OF LOT 4 IN BLOCK 7 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.

ADDRESS: 8017 S. HERMITAGE AVE, UNIT 1-3, CHICAGO, COOK,IL 6)620

PARCEL IDENTIFICATION NUMBER: 20-31-213-006-0000

CLIENT CODE: FREE44

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 372 IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 8047 S. VERNON AVE, UNIT 1-3, CHICAGO, COOK, IL 60619

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PARCEL IDENTIFICATION NUMBER: 20-34-209-014-0000

CLIENT CODE: FREE47

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 22 IN BLOCK 10 IN CHATHAM FIELDS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS . 8052 S. LANGLEY AVE, UNIT 1-3, CHICAGO, COOK, IL 60619

PARCEL IDENTIFICATION NUMBER: 20-34-213-032-0000

CLIENT CODE: FREE 30

THE LAND REFERRED TO PEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 17 IN BLOCK 14 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 8053 S. EVANS AVE, UNIT 1-3, CHICAGO, COOK,IL 60619

PARCEL IDENTIFICATION NUMBER: 20-34-215-014-0000

CLIENT CODE: FREE53

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS BEING KNOWN AS LOT 26 IN BLOCK 16 IN CHATHAM FIELDS, BEING A SUPPLYSION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 8135 S MARSHFIELD AVE UNIT 1-3, CHICAGO, COOK, IL 60619

PARCEL IDENTIFICATION NUMBER: 20-31-223-010-0000

CLIENT CODE: FREE56

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 92 IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38

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 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

ADDRESS: 8136 S PAULINA ST UNIT 1-2, CHICAGO, COOK,IL 60620

PARCEL IDENTIFICATION NUMBER: 20-31-221-027-0000

CLIENT CODE: FREE57

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 315 BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 31. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ADDRESS: 8148 S MARSHFIELD AVE UNIT 1-4, CHICAGO, COOK,IL 60620

PARCEL IDENTIFICATION NUMBER 20-31-222-033-0000

CLIENT CODE: FREE58

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 184 IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. 10/4'S OFFICE ILLINOIS.

ADDRESS: 8230 S ADA ST UNIT 1-4, CHICAGO, COOK, IL 60620

PARCEL IDENTIFICATION NUMBER: 20-32-128-028-0000

CLIENT CODE: FREE59

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK. STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 10 IN BLOCK 26 IN THE 4TH ADDITION TO AUBURN HIGHLANDS BEING HART'S SUBDIVISION OF BLOCKS 13, 14, 15 AND 16 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SOUTH 32. TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.