

Doc# 2006417066 Fee \$88.00

PARLEX 3A FINCO, LLC, as assignor RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

("Assignor")

COOK COUNTY RECORDER OF DEEDS

DATE: 03/04/2020 01:32 PM PG: 1 OF 7

TO

**BXMT 2020-FL2, LTD.,** 

for the benefit of the Participation A-1 Holder, the Participation A-2 Holder and the Participation A-3 Holder in accordance with their respective rights under the Participation Agreement and Future Funding Indemnification Agreement, as assignee

("Assignee")

### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Dated:

As of February 19, 2020

Location:

1 S. Wacker Drive

Chicago, Illinois 60606

County:

### RECORDING REQUESTED BY AND WHEN RECORDED MAIL 7

Wells Fargo Document Custody 1055 10th Ave SE Minneapolis, MN 55414 Attn: Anthony Capaul Reference: One South Wacker

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

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Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARLEX 3A FINCO, LLC, having an office at c/o Blackstone Mortgage Trust, Inc., 345 Park Ave., New York, NY 10154 ("Assignor") does, effective as of February 19, 2020, hereby assign, transfer and set over unto BXMT 2020-FL2, LTD., for the benefit of the Participation A-1 Holder, the Participation A-2 Holder and the Participation A-3 Holder in accordance with their respective rights under that certain Participation Agreement and Future Funding Indemnification Agreement dated as of the date hereof ("Assignee"), having an address at c/o Blackstone Mortgage Trust, Inc., 345 Park Avenue, New York, NY 10154, any and all right, title, and interest of the Assignor in and to the assignment of leases and rents executed by certain obligors set forth on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Assignment of Leases"), which Assignment of Leases affects certain real property more particularly described on Exhibit A attached here o and incorporated herein by reference, 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 Assignment of Leases, all guarantees of the Assignment of Leases, all assumptions of the Assignment of Leases, the money due and to become due thereon with interest and all contractual rights accrued or to accrue under the Assignment of Leases.

The purpose of this instrument (this "Assignment") is to assign the Assignment of Leases executed by such obligors to Assignce and to release any and all interest Assignor may have in and to the Assignment of Leases, except any indemnification provisions set forth in the Assignment of Leases or otherwise agreed in writing between Assignor and Assignee which by their terms would continue to benefit Assign or but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against Assignee to which such indemnification provisions set forth in the Assignment of Leases would apply.

Assignor hereby warrants and represents to Assigner tha:

- (a) Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee (other than to 42-16 CLO L Sell, LLC ("42-16 Seller"), which in turn assigned, conveyed, pledged and endorsed its right, title and interest in the Assignment of Leases to Assignee (it being understood that for administrative convenience (and without eliminating or otherwise limiting 42-16 Seller's right, title and interest in the Assignment of Leases during the period immediately preceding its assignment thereof to Assignee), Assignor is executing this Assignment directly in favor of Assignee, in each case pursuant to that certain Onnibus Assignment and Assumption, dated as of the date hereof, by and among Assignor, Assignee and 42-16 Seller)); 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.

This Assignment 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.

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# **UNOFFICIAL COPY**

[signature page follows]

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## UNOFFICIAL CO

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of the date first above written.

**ASSIGNOR:** 

PARLEX 3A FINCO, LLC,

a Delaware limited liability company

Name: Douglas N. Armer

Title: Executive Vice President, Capital

Markets, and Treasurer

STATE OF NEW YORK

Droporty or Coot COUNTY OF NEW YORK

On the 13 day of February in the year 2020 before me, the undersigned, personally appeared Douglas N. Armer, Executive Vice President, Capital Markets, and Treasurer of PARLEX 3A FINCO, LLC, 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 that 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 as Executive Vice President of Capital Markets and Treasurer.

My commission expires: 10

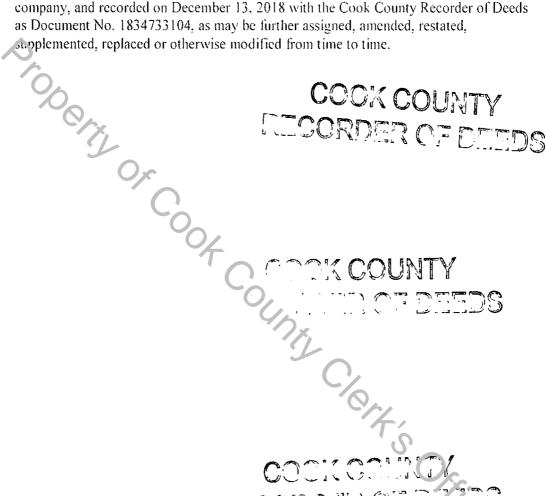
[AFFIX NOTARIAL SEAL]

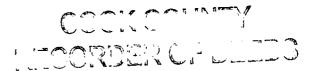
MIGDALIA THOMAS Notary Public, State of New York No. 01TH6291822 Qualified in Queens County Commission Expires: 10/21/2021

[Signature Page to Assignment of Assignment of Leases and Rents – One South Wacker]

#### SCHEDULE 1 TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

1. Assignment of Leases and Rents, dated as of December 11, 2018, made by 601W SOUTH WACKER LLC, a Delaware limited liability company, and 601 SUNSET WACKER LLC, a Delaware limited liability company as tenant-in-common, as mortgagor, for the benefit of PARLEX 3A FINCO, LLC, a Delaware limited liability company, and recorded on December 13, 2018 with the Cook County Recorder of Deeds as Document No. 1834733104, as may be further assigned, amended, restated, applemented, replaced or otherwise modified from time to time.





#### EXHIBIT A

#### LEGAL DESCRIPTION

#### PARCEL 1:

THE WEST HALF OF LOT 3 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCEPT THE SOUTH 9 FEET THE & OF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST HALF OF THE EAST HALF OF LOT 3 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO (EXCENT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT I IN SMITH'S SUBDIVISION OF LOT I IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSTIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOTS 2, 3 AND 4 IN SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 19 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOTS 5, 6, 7 AND 8 IN SMITH'S SUBDIVISION OF LOT 1 IN 3'LOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO, IN THE EAST HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

THAT PART OF THE "EAST-WEST" VACATED ALLEY LYING NORTH AND ADJOINING LOT 5 AND LYING SOUTH AND ADJOINING LOTS 1 TO 4 SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NOT 1H, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. BEING THE SAME PREMISES DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 TOGETHER WITH THE VACATED ALLEY, 10.80 FEET WIDE, 1.7. P.G BETWEEN THE ADJOINING SAID LOTS 1, 2, 3 AND 4, AND SAID LOT 5, ALL IN THE SUBDITISION OF LOT 1 IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (WHICH LOTS AND VACATED ALLEY TAKEN AS A WHOLE, MAY BE DESCRIBED AS LOT 1, EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY, IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID); ALSO LOT 2 (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THE WEST HALF AND THE WEST HALF OF THE EAST HALF OF LOT 3 (EXCEPT THE SOUTH 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 81 IN SCHOOL SECTION ADDITION TO CHICAGO IN

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## **UNOFFICIAL COPY**

SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-16-201-001, 17-16-201-002, 17-16-201-003, 17-16-201-004, 17-16-201-005, 17-16-201-006

South Wacker Drive Chicago, IL bolor

COOK COUNTY LECORDER OF HEEDS

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