Doc#. 2012003010 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 04/29/2020 08:44 AM Pg: 1 of 6

PREPARED BY AND AFTER RECORDING RETURN TO:

Finance of America Commercial LLC 6230 Fairview Ruad. Suite 300 Charlotte, NC 28210

Attn: Post Closing

ASSIGNMENT OF SECURITY INSTRUMENT

by

FINANCE OF AMERICA COMMERCIAL LLC, a Delaware limited liability company,

to

Wilmington Savings Fund Society, FSB, not individually but solely as Trustce of ANTLR
Mortgage Trust 2019-RTL1

Dated: As of March 27, 2019

State: Illinois

County: Cook

#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of March 27, 2019, is made by FINANCE OF AMERICA COMMERCIAL LLC, a Delaware limited liability company, having an address at 6230 Fairview Road, Suite 300 Charlotte, NC 28210 ("Assignor"), in favor of Wilmington Savings Fund Society, FSB, not individually but solely as Trustee of ANTLR Mortgage Trust 2019-RTL1, having an address at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801 ("Assignee").

## WITNESSETH

WHIREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of 10/09/2018, executed by Marco Rodriguez, a/an individual, ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Four Hundred Seventeen It outsand Nine Hundred Sixty-Three Dollars and Zero Cents (\$417,963.00) (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 hereo (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. <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 Assign or 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 and Security Agreement dated as of 10/09/2018, executed by Borrower for the benefit of Assig 101, as lender, and recorded on November 1, 2018 in the Real Property Records of Cook County, Illinois, as Document No. 1830546042 (the "Security Instrument"), in respect of the Premises.

- 2. <u>Assumption</u>. 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.
- 3. <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
- 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.
- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the rarties hereto and their respective successors and assigns.
- Hedings. 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.
- 7. 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.
- 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 nt, or the applicant.
  it is held invalid or unentone.

  [SIGNATURE PAGE FOLLOWS] 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.

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

ASSIGNOR:

FINANCE OF AMERICA COMMERCIAL LLC.

a Delaware limited liability company

By:

Name: Stacy Loomis

Title: Authorized Signatory

Address:

6230 Fairview Road, Suite 300

Droporty Ox Coop Charactte, NC 28210

> Attention: Legal Department No.: ( Facsimile No.: (704) 243-9201

### **ACKNOWLEDGMENT**

### STATE OF NORTH CAROLINA

### COUNTY OF MECKLENBURG

The	toregoing	instrument	was	acknowledged	before	me	this	6	day	of
2020 by Stacy Loomis, an Authorized Signatory of Finance of America										
Commercial	LLC, a De	laware limit	ed lia	bility company,	on beha	lf of	said :	limited	liabi	lity
company.		Ox								

Notary Public

Print Name: Dellyn Sayball

My commission expires:

### **EXHIBIT A**

(Premises Description)

Legal Description: LOT 16 AND THE NORTH 7 FEET OF LOT 17 IN BLOCK 2 IN TRYON AND DAVIS 40TH AVENUE ADDITION TO IRVING PARK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 5 ACRES THEREOF) OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, 1/2 LINOIS

Permanent Index Number 5).

13-14-102-045-0000

Note for Informational Purposes Only, Commonly known as:

4706 N. Avers Ave., Chicago, IL 60625

Parcel ID#: 13-14-102-045-0000

Property Street Address: 4706 N AVERS AVE, CHICAGO, IL 60325