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Doc# 2104957043 Fee \$65.00

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KAREM A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/18/2021 02:16 PM PG: 1 OF 8

North Share Prop 3/7

PREPARED BY AND
UPON RECORDATION RETURN TO:
Redwood Millenrium Funding, Inc.
19800 MacArthur Boxd., Ste. 1150
Irvine, CA 92612
Attention: Post-Closing Department

CORRECTIVE ASSIGNMENT OF SECURITY INSTRUMENT

** This corrective document is being recorded to correct the Date of the Assignment of Security Instrument previously recorded on January 10, 2620, as Instrument 2001006155, in the County of Cook, State of Illinois, Otricial Public Records**

by

5 ARCH FUNDING CORP. a California corporation

to

REDWOOD MILLENNIUM FUNDING, INC. a Delaware corporation

Effective Date: As of December 23, 2019

State: ILLINOIS County: COOK

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ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), is dated as of the 19TH day of December, 2019, and is made effective as of the 23RD day of December, 2019, by **5 Arch Funding Corp.**, a California corporation having an address at 19800 MacArthur Blvd., Ste. 1150, Irvine CA, 92612 ("Assignor"), in favor of **Redwood Millennium Funding, Inc.**, a Delaware corporation having an address at One Belvedere Place, Suite 300, Mill Valley, CA 94941 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of December 23, 2019, executed by North Shore Propco, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Fourteen Million One Hundred Twenty Thousand and No/100 Dollars (\$14,120,000.00) (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, <u>inter alia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desi e 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 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, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 23, 2019, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 10, 2020 in the Real Property Records of Cook County, Illinois, as Document No. 200106154 (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.

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- 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, 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 Assignee.
- 4. 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 construction 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.
- 5. <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.
- 6. <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.
- 7. <u>Interpretation</u>. 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.
- 8. <u>Partial Invalidity</u>. 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]

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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:

5 ARCH FUNDING CORP.

a California corporation

Property of Cook County Clark's Office

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) County of Orange)

On April 28, 2020, before me, Christopher Terranova, Notary Public, personally appeared Timothy J. Gannaway, who proved to me on 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/he/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or in e entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seat

Signature (S

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EXHIBIT A

Address: 117 Villa Rd, Streamwood, IL 60107 PIN: 06-23-216-009-0000

LOT 1672 IN WOODLAND HEIGHTS UNIT NUMBER 4, BEING A SUBDIVISION IN SECTION 23 AND 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 14, 1960, AS DOCUMENT NUMBER 1931799, IN COOK COUNTY, ILLINOIS.

Address: 5315 Schubert Ave, Chicago, IL 60639 PIN: 13-28-310-016-0000

LOT 51 IN HIT BERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 17, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5439 W. Berenice Ave, Chicago, IL 60641 PIN: 13-21-113-007-0000

LOT 7 IN BLOCK 4 IN OLIVER L. WATSON'S RESUBDIVISION OF LOTS 4 TO 9 INCLUSIVE AND 11 TO 20 INCLUSIVE IN BLOCK 2, LCTS 11-20 INCLUSIVE IN BLOCK 2 AND LOTS 1 TO 10, INCLUSIVE, IN BLOCK 4, LOTS 1 TO 9 INCLUSIVE IN PLOCK 6, IN BRITTON LAND COMPANY'S RESUBDIVISION OF LOT 2 IN THE SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 5922 N. Milwaukee Ave Unit 2, Chicago, IL 60646 PIN: 13-05-313-077-1005

PARCEL 6A: UNIT 5922-2 IN THE ROSEDALE ESTATES CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED AS FOLLOWS: LOTS 1,2,3 AND 4 IN WM. ZELOSKYS SUBDIVISION OF LOTS 5 TO 30, BOTH INCLUSIVE, IN JOS WOPATAS SUBDIVISION IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NOKTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 1,2,3 AND 4 TAKEN FOR WIDENING OF MILWAUKEE AVENUE), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0533534076; TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 6B: THE EXCLUSIVE RIGHT TO THE USE OF P-10, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 0533534076.

Address: 6015 N Mozart St. Apt 201, Chicago, IL 60659 PIN: 13-01-130-037-1002 and 13-01-130-037-1029

UNIT 201 AND GARAGE UNIT G-8, IN AMADEUS COURT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 8 TO 12 IN BLOCK 1 IN NIXON AND PRASSAS LINCOLN AND PETERSON AVENUE ADDITION TO NORTH EDGEWATER IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0611044027 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Address: 6044 S Narragansett Ave, Chicago, IL 60638 PIN: 19-18-413-021 12055_Corrective Assignment_of_Security_Instrument_5AFC_RMFI (CT 20200425)_COOK5

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LOT 17 F.H. BARTLETT'S NARRAGANSETT PARK, A RESUBDIVISION OF LOTS 1 TO 10 IN BLOCK 4 IN HALL'S ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 106 W. Wayne Pl, Wheeling, IL 60090 PIN: 03-10-203-010-0000

LOT 10 IN BLOCK 2 IN DUNHURST SUBDIVISION UNIT NO. ONE OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 3, 1955 AS DOCUMENT NO. 1591895.

Address: 6560 V. Diversey Ave Apt 510D, Chicago, IL 60707 PIN: 13-30-228-021-1136

PARCEL 2A: UNIT 513-D IN THE PARK AVENUE LUXURY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: PARCEL "I": LOT 109 IN SECOND ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR RAILROAD) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIP AL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL "2": THAT PART OF THE 50 FOOT WIDE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD LYING NORTH OF THE NORTH LINE OF W. DIVERSEY AVENUE, LYING SOUTH OF THE SOUTH LINE OF W. CEORGE STREET AND LYING WEST OF AND ADJOINING LOT 109 IN THE SECOND ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3% AND LYING EAST OF AND ADJOINING LOTS 118, 131, 132, AND 146 TOGETHER WITH ALL ALLEYS ADJOINING SAID LOTS, TAKEN AS ONE TRACT IN THE FIRST ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR RAULPOAD) OF SECTION 30, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 23.50 FEET OF THE SOUTH 125.0 FEET OF SAID RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0613532105 AND AMENDED BY DOCUMENT 0620534081, AND AS FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2B: THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-156 AND STORAGE SPACE S-156, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT 0613532105 AND AS AMENDED BY DCCUMENT 0620534081.

Address: 2020 N. Nagle Ave, Chicago, IL 60707 PIN: 13-31-212-026-0000

PARCEL 1A: THAT PART OF THE NORTH 44.23 FEET OF LOT 4 IN BLOCK 5 IN GRAND HEIGHTS SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 35.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 44.23 FEET OF SAID LOT 4, A DISTANCE OF 19.99 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.23 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. ALSO: THAT PART OF THE 12055_Corrective Assignment_of_Security_Instrument_5AFC_RMFI (CT 20200425)_COOK5

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NORTH 44.23 FEET OF LOT 4 IN BLOCK 5 IN GRAND HEIGHTS SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 21.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 8.10 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST, A DISTANCE OF 21.09 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.10 FEET THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN THE PARTY WALL AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND MUTUAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS FOR 2018-24 N.NAGLE, CHICAGO, IL RECORDED JULY 20, 2005 AS DOCUMENT NO. 0520132027, AND CREATED BY DEED FROM ST (ONG DEVELOPMENT, LLC TO EDWARD H. GOBBO DATED AND RECORDED JULY 19, 2006 AS DOCUMENT NO. 0620039022, ALL IN COOK COUNTY, ILLINOIS.

Address: 1446 Marengo Avenue, Forest Park, IL 60130 Pin: 15-24-211-047-0000

LOT 25 AND THE SOUTH 7.75 FEET OF LOT 26 IN BLOCK 10 ALL IN BRADISH AND MIZNER'S ADDITION TO RIVERSIDE BEING A SUEDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, KANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.