Doc#. 2107128256 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 03/12/2021 04:06 PM Pg: 1 of 8

PREPARED PY: Karen Wade, Esq. Alston & Bird LLP 2200 Ross Avenue, Suite 2300 Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Tim Murray OS National LLC 3097 Satellite Blvd, Ste 400 Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

CF COREVEST PURCHASER LICE

a Delaware limited liability company,

to

COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company

Dated: As of November 13th, 2019

State: Illinois County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 13th day of November, 2019, is made by **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **COREVEST AMERICAN FINANCE DEPOSITOR LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

Where EAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of August 23, 2019 executed by Stony Southside Rentals, LLC, a Delaware limite's l'ability company limited liability company ("Borrower"), and made payable to the order of Core Vest American Finance Lender LLC, a Delaware limited liability company ("CAFL"), predecessor-in interest to Assignor, in the stated principal amount of Six Million Nine Hundred Sixty Six Thousand Six Hundred Dollars and No Cents (\$6,966,600.00) (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 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. 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 August 23, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on September 26, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1926941165, 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.

- 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 Assignee.
- 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 construct in accordance with, the laws of the State of Illinois, it being understood that, except as expressly an 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 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 thust, 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.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

CF COREVEST PURCHASER LLC, A Delaware limited liability company

Basmajian Authorized Signatory

Witness #1

Print Name:

Witness #2

Coot County Clert's Office Print Name: Santra Archule to

Signature Page

Assignment of Security Instrument (PURCHASER TO DEPOSITOR)

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UNOFFICIAL COPY

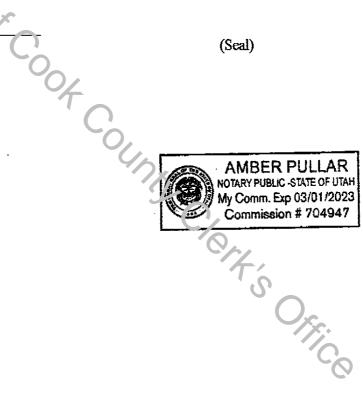
STATE OF UTAH)
COUNTY OF SALT LAKE)

On December 2, 2019, before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



SCHEDULE 1

Property List

7655 South Dante Avenue, Chicago, IL 60619

7728 South Drexel Avenue, Chicago, IL 60619

7941 South Manistee Avenue, Chicago, IL 60617 h. ah Loc.

Cook County Clark's Office

8121 South Loomis, Chicago, IL 60620

EXHIBIT A

Legal Descriptions and PINS

PARCEL 61:

LOT 31 IN BLOCK 67 IN CORNELL BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING WEST OF THE ICRR AND THE NORTHWEST 1/4 OF THE NORTHEAST LA OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7655 South Dante Avenue, Chicago, IL 60619

PIN# 20-26--414-022-0000

PARCEL 62:

LOT 12, IN BLOCK 85, IN CORNELL, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO 7HF PLAT THEREOF RECORDED FEBRUARY 16, 1872 AS DOCUMENT NO. 13647, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7728 South Drexel Avenue, Chicago, IL 60519 PIN# 20-26-312-031-0000

PARCEL 64:

LOT 37 AND THE NORTH 1/2 OF LOT 36 IN ROHRER'S SUBDIVISION OF BLOCK 5 IN THE CIRCUIT COURT PARTITION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 7941 South Manistee Avenue, Chicago, IL 60617 PIN# 21-31-107-016-0000

PARCEL 65:

LOT 30 IN BLOCK 12 IN FIRST ADDITION TO AUBURN HIGHLANDS, BEING HART'S SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST 1/2 OF BLOCKS 3,6 AND 10 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP

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

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 8121 South Loomis, Chicago, IL 60620

PIN# 20-32-120-007-0000

Property of Cook County Clark's Office