

# UNOFFICIAL COPY

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Karen A. Yarbrough  
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UPON RECORDATION RETURN TO:  
Attn: Tim Murray  
OS National LLC  
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Duluth, GA 30096

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**COREVEST AMERICAN FINANCE DEPOSIT FOR LLC,**  
a Delaware limited liability company,

to

**WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE  
BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2019-3 TRUST  
MORTGAGE PASS-THROUGH CERTIFICATES**

**Dated: As of November 13<sup>th</sup>, 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 13<sup>th</sup> day of November, 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 2019-3 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 dated as August 6, 2019 executed by **Madison West Rental, LLC**, a Delaware limited liability company limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CAFL"), predecessor-in-interest to Assignor, in the stated principal amount of Four Million Five Hundred Forty Three Thousand Five Hundred Dollars and No Cents (\$4,543,500.00) (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, 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. 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 6, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on August 12, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1922445064, 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.

Loan # 28296

Assignment of Security Instrument (DEPOSITOR TO TRUST) – Page 1

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2. Representations and Warranties of Assignor. 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 construed in 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.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Headings. 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. 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.

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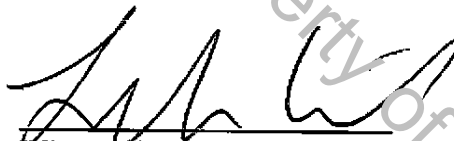
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.


ASSIGNOR:

**COREVEST AMERICAN FINANCE  
DEPOSITOR LLC**, A Delaware limited liability company

By:

  
\_\_\_\_\_  
J. Christopher Hoeffel  
Chief Financial Officer

  
\_\_\_\_\_  
Witness #1  
Print Name: Leah Granovskaya

  
\_\_\_\_\_  
Witness #2  
Print Name: Adam Luria

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Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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## ACKNOWLEDGMENT

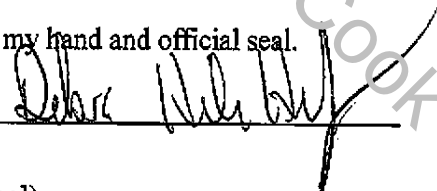
STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On November 24, 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/their 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



(Notary Seal)

DEBRA HELEN HEITZLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01HE6353855  
Qualified in New York County  
My Commission Expires 01-30-2021

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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## EXHIBIT A

(Premises Description)

PARCEL 15: LOT 19 IN BLOCK 2 IN F.A. HILL'S BOULEVARD ADDITION IN THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 5245 West Madison Street, Chicago, IL 60644  
PIN: 16-09-323-032-0000

PARCEL 16: UNIT 2 IN THE 5430 WEST FULTON CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 19 IN CENTRAL ADDITION TO AUSTIN BEING A SUBDIVISION OF LOTS 14 TO 37 AND THE SOUTH 126.7 FEET OF ALLEY LYING BETWEEN SAID LOTS IN BLOCK 1 IN FRINK'S RESUBDIVISION OF THE NORTH 36-1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, AND THE NORTH 37-1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 1, 2007 AS DOCUMENT 0715215125 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 2, A LIMITED COMMON ELEMENT, IN THE 5430 WEST FULTON CONDOMINIUM ASSOCIATION AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 5430 West Fulton Avenue, Unit 2, Chicago, IL 60644  
PIN: 16-09-302-028-1002

PARCEL 17: UNIT 3 IN THE 5430 WEST FULTON CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 19 IN CENTRAL ADDITION AUSTIN BEING A SUBDIVISION OF LOTS 14 TO 37 AND THE SOUTH 126.75 FEET OF ALLEY LYING BETWEEN SAID LOTS IN BLOCK 1 IN

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FRINKS' RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE NORTH 37 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 3, A LIMITED COMMON ELEMENT, IN THE 5430 WEST FULTON CONDOMINIUM ASSOCIATION AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 5430 West Fulton Street, Unit 3, Chicago, IL 60644  
PIN: 16-09-302-028-1003

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