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Karen A. Yarbrough Cook County Clerk

Date: 03/24/2021 12:58 PM Pg: 1 of 7

PREPARED BY: Karen Wade, Fsq Alston & Bird LUP 2220 Ross Avenue, Suite 2300

UPON RECORDATION RETURN TO:

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

Dallas, TX 75201

ASSIGNMENT OF SECURITY INSTRUMENT

Dy

COREVEST AMERICAN FINANCE DEPOSITOR 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 13th, 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 13th 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, Will all gton, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as September 30, 2019 executed by EP Assets 2, 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 Assigno, in the stated principal amount of One Million One Hundred Ninety Eight Thousand Five Hundred Dollars and No Cents (\$1,198,500.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particular y 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 so 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 dated as of September 30, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on November 5, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1930906072, 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.

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- 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 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. <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 regamer 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 planal (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

204 COUNTY CLOPA'S OFFICE

Witness #1

Print Name: Leah Granovskaya

Witness #2

Print Name: Adaulyan

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 2. 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 berato 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. 01HE6353955
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

(Attached)

EXHIBIT A:

Address: 10800 South Sangamon Street, Chicago, IL 60643

Parcel Identification Number: 25-17-427-024-0000

Client Code: CARTWRIGHTCHICAG02-01

LOT 204 IN SHELDON HEIGHTS NORTHWEST THIRD ADDITION, A SUBDIVISION OF THE WEST 5/8 OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17 (EXCEPT THE SOUTH 174 FEET THEREOF) IN TOWNSHIP 37 NOR IF, PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 11129 South Green Street Chicago, IL 60643

Parcel Identification Number: 25-20-205 013-0000

Client Code: CARTWRIGHTCHICAGO2-02

LOT NINE (9) IN BLOCK 13 IN FIRST ADDITION TO SHELDON HEIGHTS WEST, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TO WYSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Clopy

Address: 11353 South Emerald Avenue, Chicago, IL 60628

Parcel Identification Number: 25-21-117-061-0000

Client Code: CARTWRIGHTCHICAGO2-03

LOT 19 (EXCEPT THE SOUTH 4 FEET THEREOF) AND THE SOUTH 8 FEET OF LOT 20 IN BLOCK 23 IN THE 5TH ADDITION TO SHELDON HEIGHTS, A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST. QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 8033 South Peoria Street, Chicago, IL 60620

Parcel Identification Number: 20-32-214-010-0000

Client Code: CARTWRIGHTCHICAGO2-04

LOT 25 IN BLOCK 7 IN CHESTER HIGHLANDS SECOND ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH 1/4 OF

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SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 8126 South Green St Units 1-2, Chicago, IL 60620

Parcel Identification Number: 20-32-221-025-0000

Client Code: CARTWRIGHTCHICAGO2-05

LOT 8 IN BLOCK 10 IN CHESTER HIGHLANDS THIRD ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF THE EAST 1/8 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.