

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
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UPON RECORDATION RETURN TO:  
Attn: Tim Murray  
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3097 Satellite Blvd, Ste 400  
Duluth, GA 30096

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**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 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 2, 2019 executed by **BTM Realty LLC**, a Delaware 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 Five Hundred Ten Thousand Dollars and No Cents (\$510,000.00) (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, 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 2, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on August 15, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1922717086, 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 # 27963

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

Cook / Illinois

#35666147

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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.

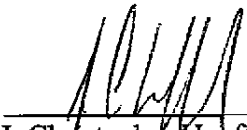
7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder 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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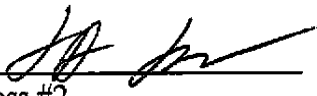
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

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

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

  
\_\_\_\_\_  
Witness #1 Christian Knight  
Print Name: \_\_\_\_\_

  
\_\_\_\_\_  
Witness #2 Augie Jones  
Print Name: \_\_\_\_\_

Property of Cook County Clerk's Office

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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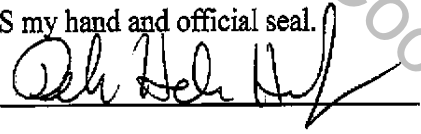
## ACKNOWLEDGMENT

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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## SCHEDULE I

### Properties

*(Attached)*

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Address	City	State	County	Zip
1844 221ST ST	SAUK VILLAGE	IL	COOK	60411
2117 215TH PL	SAUK VILLAGE	IL	COOK	60411
2012 217TH PL	SAUK VILLAGE	IL	COOK	60411

Property of Cook County Clerk's Office

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EXHIBIT A

Premises Description

*(Attached)*

Address : 1844 221ST ST, SAUK VILLAGE, COOK,IL 60411

Parcel Identification Number : 32-25-309-015-0000

Client Code : 64984

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 408 IN INDIAN HILL SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION IN THE EAST 3/4 OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE CENTER LINE OF SAUK TRAIL ROAD

Address : 2012 217TH PL, SAUK VILLAGE, COOK,IL 60411

Parcel Identification Number : 32-25-207-004-0000

Client Code : 64989

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 20 IN BLOCK 8 IN SOUTHDAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF SAUK TRAIL ROAD, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1957 AS DOCUMENT 17025805, IN COOK COUNTY, ILLINOIS

Address : 2117 215TH PL, SAUK VILLAGE, COOK,IL 60411

Parcel Identification Number : 32-25-211-013-0000

Client Code : 64987

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 6 IN BLOCK 15 IN SOUTHDAL SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF SAUK TRAIL ROAD, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958, AS DOCUMENT NUMBER 17331660, IN COOK COUNTY, ILLINOIS