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RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/28/2021 01:52 PM PG: 1 OF 8

## ASSIGNMENT OF ASSIGNMENT OF LEASES

METLIFE COMMERCIAL MORTGAGE ORIGINATOR, LLC,  
a Delaware limited liability company

(Assignor)

in favor of

MCMIF HOLDCO II, LLC,  
a Delaware limited liability company

(Assignee)

## ASSIGNMENT OF ASSIGNMENT OF LEASES

Dated: As of May 20, 2021

Location: 670 West Wayman Street  
Chicago, Illinois 60661

County: Cook

This Instrument Prepared By and Record and Return to:

Dentons US LLP  
233 S. Wacker Drive, Suite 5900  
Chicago, Illinois 60606  
Attention: Steven R. Davidson, Esq.

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## ASSIGNMENT OF ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES (this "Assignment"), made and entered into as of the 20th day of May, 2021, is by METLIFE COMMERCIAL MORTGAGE ORIGINATOR, LLC, a Delaware limited liability company, having an address at One MetLife Way, Whippany, NJ 07981-1449 ("Assignor"), in favor of MCMIF HOLDCO I, LLC, a Delaware limited liability company, having an address at One MetLife Way, Whippany, NJ 07981-1449 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of March 31, 2021, executed by ACIF I Trio LLC, a Delaware limited liability company, as maker, having its principal place of business at c/o Abacus Capital Group 100 Park Avenue, Ste. 3500, New York, NY 10017 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated principal amount of TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$24,500,000.00) (the "Note"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

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 permitted assigns, all of the right, title and interest of Assignor in and to the following described instrument relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases, dated as of March 31, 2021, from Borrower, as assignor, to Assignor, as assignee, and recorded on April 1, 2021, in the Clerk's Office of Cook County, Chicago as Instrument No. 2109116041 (the "Assignment of Leases"), encumbering the Premises; and

2. Assumption. 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 Assignment of Leases required to be observed or performed by Assignor thereunder.

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3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth in this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. 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.
7. 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.
8. 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]



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ASSIGNEE:

MCMIF HOLDCO II, LLC, a Delaware limited liability company

By: MetLife Commercial Mortgage Originator, LLC, in its capacity as the sole Member of MCMIF Holdco II, LLC

By: MetLife Commercial Mortgage REIT, LLC, in its capacity as the sole Member of MetLife Commercial Mortgage Originator, LLC

By: MetLife Commercial Mortgage Income Fund, LP, in its capacity as the sole Common Member of MetLife Commercial Mortgage REIT, LLC

By: MetLife Commercial Mortgage Income Fund GP, LLC, its general partner

By:   
 Name: James V. Brusco  
 Title: Managing Director

ACKNOWLEDGMENT

STATE OF New Jersey )  
 ) ss.:  
 COUNTY OF Morris )

On the 17 day of May in the year 2021, before me, the undersigned, a notary public in and for said State, personally appeared James V. Brusco, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

**SUSAN J. NOVALIS**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Nov. 21, 2023  
 I.D.# 50094357

Susan J. Novalis  
 Notary Public

My Commission Expires: \_\_\_\_\_



[Signature Page to Assignment of Assignment of Leases and Rents (from Originator to Seller)]

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**EXHIBIT A**  
**TO ASSIGNMENT OF ASSIGNMENT OF LEASES**  
**LEGAL DESCRIPTION**

TRACT 1:

PARCEL 1: UNIT NUMBERS GU-20, GU-21, GU-22, GU-23, GU-24, GU-25, GU-26, GU-27, GU-28, GU-29, GU-30, GU-31, GU-32, GU-33, GU-34, GU-35, GU-36, GU-37, GU-38, GU-39, GU-40, GU-71, GU-72, GU-73, GU-74, GU-75, GU-76, GU-77, GU-78, GU-79, GU-81, GU-82, GU-83, GU-84, GU-85, GU-86, GU-87, GU-88, GU-90, GU-91, GU-93, GU-94, GU-96, GU-97, GU-108, GU-109, GU-110, GU-111, GU-112, GU-113, GU-114, GU-115, GU-116, GU-117, GU-118, GU-119, GU-120, GU-121, GU-122, GU-123, GU-124, GU-125, GU-126, GU-127, GU-128, GU-129, GU-130, GU-131, GU-132, GU-133, GU-134, GU-135, GU-136, GU-137, GU-138, GU-139, GU-140, GU-141, GU-142, GU-143 IN THE TRIO PARK GARAGE CONDOMINIUM; AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

(THAT PORTION OF) LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 62 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE INTEREST ACCRUING TO SAID LOTS IN AND TO VACATED CARROLL AVENUE NORTH AND ADJOINING SAID LOTS AND ALSO EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE NORTH SUBURBAN MASS TRANSIT, A MUNICIPAL CORPORATION OF ILLINOIS, BY DEED RECORDED MARCH 5, 1976 AS DOCUMENT NUMBER 23408724, AS CORRECTED BY DEED RECORDED NOVEMBER 14, 1978 AS DOCUMENT NUMBER 24716776; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0723403024, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT AND RECORDED MARCH 31, 2005 AS DOCUMENT NUMBER 0509033011, AS AMENDED FROM TIME TO TIME MADE BY AND BETWEEN 325 UNION, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CMC HEARTLAND PARTNERS, A DELAWARE LIMITED PARTNERSHIP FOR THE PURPOSE OF INGRESS AND EGRESS OVER, UPON AND ACROSS THE DRIVE AISLES IN ANY PARKING DECK IMPROVEMENTS FROM TIME TO TIME LOCATED ON THE CMC PROPERTY TO PROVIDE ACCESS FOR MOTOR VEHICLES TO AND FROM THE 325 PROPERTY FROM AND TO DES PLAINES AVENUE.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS RECORDED AUGUST 14, 2007 AS DOCUMENT NUMBER 0722615059 AS AMENDED BY DOCUMENT NUMBER 1026441130.

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PARCEL 4: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED AUGUST 22, 2007 AS DOCUMENT NUMBER 0723403022.

PARCEL 5: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT WALLS, ACCESS AND MAINTENANCE RECORDED AUGUST 14, 2007 AS DOCUMENT NUMBER 0722615058.

TRACT 2: INTENTIONALLY DELETED

TRACT 3:

PARCEL 1: LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 62 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE INTEREST ACCRUING TO SAID LOTS IN AND TO VACATED CARROLL AVENUE NORTH AND ADJOINING SAID LOTS AND ALSO EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE NORTH SUBURBAN MASS TRANSIT, A MUNICIPAL CORPORATION OF ILLINOIS BY DEED RECORDED MARCH 5, 1976 AS DOCUMENT NUMBER 23408724, AS CORRECTED BY DEED RECORDED NOVEMBER 14, 1978 AS DOCUMENT NUMBER 24716776, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 A DISTANCE OF 6.96 FEET; THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 317.52 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, WHICH IS 6.98 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 SAID DISTANCE OF 6.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; AND THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 1 TO 11, BOTH INCLUSIVE, A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN EXCEPTED:

THAT PART OF ABOVE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST 232.24 FEET ALONG THE SOUTH LINE OF SAID LOT 1 THROUGH 11 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST 85.56 FEET ALONG SAID SOUTH LINE OF LOT 1 THROUGH 11 TO THE EAST LINE OF UNION STREET; THENCE NORTH 00 DEGREES 55 MINUTES 00 SECONDS WEST 96.30 FEET ALONG SAID EAST LINE OF UNION STREET; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST 76.95 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST 29.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 5.45 FEET; THENCE SOUTH 03 DEGREES 58 MINUTES 00 SECONDS EAST 67.36 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2: A PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT AND RECORDED MARCH 31, 2005 AS DOCUMENT NUMBER 0509033011, AND AMENDED FROM TIME TO TIME, MADE BY AND BETWEEN 325 UNION, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CMC HEARTLAND PARTNERS, A DELAWARE LIMITED PARTNERSHIP FOR THE PURPOSE OF INGRESS AND EGRESS OVER, UPON AND ACROSS THE DRIVE AISLES IN ANY PARKING DECK IMPROVEMENTS FROM TIME TO TIME LOCATED ON THE CMC PROPERTY TO PROVIDE ACCESS FOR MOTOR VEHICLES TO AND FROM THE 325 PROPERTY FROM AND TO DES PLAINES AVENUE.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS RECORDED AUGUST 14, 2007 AS DOCUMENT NO. 0722615059 AS AMENDED BY DOCUMENT NO. 1026441130.

PARCEL 4: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT WALLS, ACCESS AND MAINTENANCE RECORDED AUGUST 14, 2007 AS DOCUMENT NUMBER 0722615055.

Address: 670 West Wayman Street, Chicago, Illinois 60661 (aka 334 N. Des Plaines Avenue)

Tract 1 PINS: 17-09-301-010-1020 through 1040  
 17-09-301-010-1071 through 1079  
 17-09-301-010-1081 through 1088  
 17-09-301-010-1090  
 17-09-301-010-1091  
 17-09-301-010-1093  
 17-09-301-010-1094  
 17-09-301-010-1096  
 17-09-301-010-1097  
 17-09-301-010-1108 through 1143

Tract 3 PIN: 17-09-301-012-0000