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Karen A. Yarbrough
Cook County Clerk
Date: 09/10/2021 10:08 AM Pg: 1 of 7

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK,
a New York insurance company

(Assignor)

in favor of

ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance company

(Assignee)

Dated as of: August 13, 2021

Property Location: 737 Fargo Avenue
Elk Grove Village, Illinois

This Instrument Prepared By and Record and Return to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Krystyna Blakeslee, Esq.

Accommodation recording only;
document not reviewed and
no insurance provided

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated as of the 13th day of August, 2021, made by ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK, a New York insurance company, having an address at 878 Veteran's Memorial Highway, Suite 400, Hauppauge, Suffolk, NY 11788-3089 ("Assignor"), in favor of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company, having an address at 3075 Sanders Road, Suite G4E, Northbrook, IL 60062-7127 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note B (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Assignor Note"), dated as of September 10, 2014, executed by MLRP 737 Fargo LLC, a Delaware limited liability company, as maker, whose mailing address is c/o ML Realty, One Pierce Place, Suite 450, Itasca, Illinois 60143 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor, in the original principal amount of \$2,800,000.00.

WHEREAS, Assignee is the present legal and equitable owner and holder of that certain Mortgage Note A (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Second Note"), dated as of September 10, 2014, executed by Borrower, and made payable to the order of Assignee, in the original principal amount of \$9,000,000.00.

WHEREAS, each of the Assignor Note and the Second Note are secured, inter alia, by the Assignment of Leases and Rents (as hereinafter defined); and

WHEREAS, Assignor hereby assigns to Assignee, its successors and permitted assigns, all of Assignor's respective right, title and interest in and to the Assignment of Leases and Rents.

NOW, THEREFORE, for good and valuable consideration, Assignor hereby covenants the following:

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 instruments set forth on Exhibit B annexed hereto and made a part hereof relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") (collectively, the "Assignment of Leases and Rents"), 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.
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 and Rents 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 herein. 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 Assignment of Leases and Rents that remains outstanding 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.
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. 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 ON FOLLOWING PAGE]

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

ASSIGNOR:

**ALLSTATE LIFE INSURANCE COMPANY
OF NEW YORK**, a New York insurance company

By: *David Kocourek*

David Kocourek, Authorized Signatory

By: *Michael Moran*

Michael Moran, Authorized Signatory

State of Illinois
County of Cook

On July 16, 2021 before me, Nancy Cicero-D'Anza, the undersigned Notary Public, personally appeared David Kocourek and Michael Moran who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

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

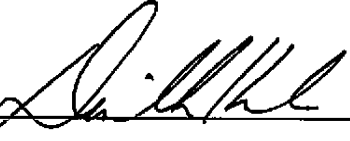
Nancy Cicero-D'Anza
Notary Public
Commission Expires: 1/14/2022



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ASSIGNEE:

ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance company

By: 

David Kocourek, Authorized Signatory


By: 

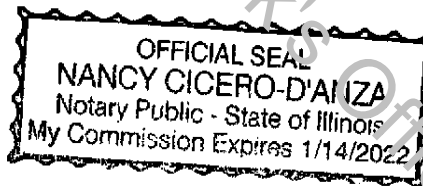
Michael Moran, Authorized Signatory

State of Illinois
County of Cook

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Notary Public
Commission Expires: 1/14/2022



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EXHIBIT A

LEGAL DESCRIPTION

737 Fargo (Elk Grove Village)

LOT 310 IN CENTEX INDUSTRIAL PARK UNIT 186, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 25, 1974 AS DOCUMENT 22664111, IN COOK COUNTY, ILLINOIS.

PIN: 08-27-300-025-0000

COMMONLY KNOWN AS 737 FARGO AVENUE, ELK GROVE VILLAGE, ILLINOIS 60007

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EXHIBIT B

SCHEDULE OF ASSIGNMENTS OF LEASES AND RENTS

1. Assignment of Leases and Rents, dated as September 10, 2014, by Borrower to Assignor and Assignee, and recorded as Document No. 1427235083 in the Office of the Cook County Recorder of Deeds, Illinois on September 29, 2014.

Property of Cook County Clerk's Office