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Doc# 2126345011 Fee \$70.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/20/2021 12:03 PM PG: 1 OF 8

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING

ALLSTATE LIFE INSURANCE COMPANY,

an Illinois insurance company

(Assignor)

in favor of

ALLSTATE INSURANCE COMPANY,

an Illinois insurance company

(Assignee)

Dated as of: August 13, 2021

Property Location: Washington Franklin Parking Garage
230 West Washington Street
Chicago, Illinois 60606

This Instrument Prepared By and Record and Return to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

RECORD & RETURN TO 21121 Esq.
LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071



82383662-IL550-Cook County Rec

Accommodation recording

document not reviewed

no insurance provided

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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND CONTRACTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), dated as of the 13th day of August, 2021, made by ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company, having an address at 3075 Sanders Road, Suite G4E, Northbrook, IL 60062-7127 ("Assignor"), in favor of ALLSTATE 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 Amended and Restated Mortgage Note (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Assignor Note"), dated as of November 29, 2012, executed by UGP - Washington Franklin, LLC, a Delaware limited liability company, as maker, whose mailing address is 200 N. LaSalle Street, Suite 1400, Chicago, IL 60601 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor, in the original principal amount of \$23,500,000.00.

WHEREAS, the Assignor is secured, inter alia, by the Mortgage (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 Mortgage.

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 "Mortgage"), 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 Mortgage required to be observed or performed by Assignor thereunder.
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:

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- a. Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Mortgage 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,
an Illinois insurance company

By: 

David Kocourek, Authorized Signatory

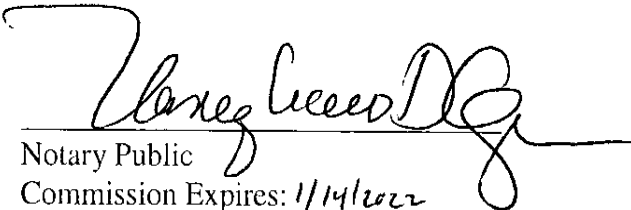
By: 

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.

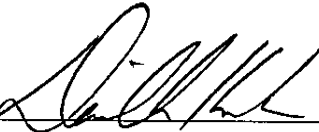

Notary Public
Commission Expires: 1/14/2022



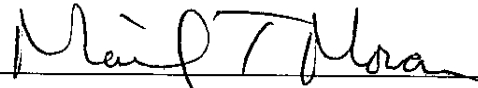
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ASSIGNEE:

ALLSTATE INSURANCE COMPANY,
an Illinois insurance company

By:  _____

David Kocourek, Authorized Signatory

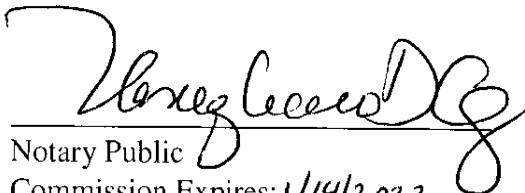
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State of Illinois
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Notary Public
Commission Expires: 1/14/2022



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EXHIBIT A

LEGAL DESCRIPTION

That part of the following 5 parcels of land taken as one tract:

Parcel 1:

Sub-Lots 1 to 8 in the Canal Trustees' Subdivision of Lot 5 in Block 41 in the Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1A:

The vacated 10 foot alley lying South of and adjoining Lot 4, aforesaid and lying North of and adjoining Lots 5 to 8 in the Canal Trustees' Subdivision of Lot 5, aforesaid, vacated by ordinance recorded July 10, 1907 as document 4064413, in Cook County, Illinois.

Parcel 2:

Lot 6 in Block 41 in the Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Sub-Lots 1 and 2 in Canal Trustees' Subdivision of Lot 7 in Block 41 in the Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Sub-Lot 3 in Canal Trustees' Subdivision of Lot 7 in Block 41 in the Original Town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Described as follows:

That property beginning at a point on the South line of said tract, 180.82 feet North of the Southwest corner to the North line of said tract; thence East along said North line 162.31 feet; thence South 118.31 feet; thence West 83.36 feet; thence South 62.52 feet to the South line of said tract; thence West 79.14 feet to the point of beginning.

Also

Garage Lobby - 1st Level:

The property and space which is contained within and between that certain horizontal plane located 14.50 feet above Chicago City Datum, and that certain other horizontal plane located 29.70 feet above Chicago City Datum and which lies within the boundaries projected vertically of the following described part of said tract; beginning

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at a point on the South line of tract, 79.14 feet East of the Southwest corner; thence North 62.52 feet; thence East 22.97 feet; thence South 62.52 feet to the South line of said tract; thence West 22.97 feet along said South line to the point of beginning.

Commonly known as: Washington Franklin Parking Garage, 230 West Washington St.; Chicago Illinois

PIN(s): 17-09-444-001; 17-09-444-002; 17-09-444-004; 17-09-444-005; 17-09-444-011; 17-09-444-017; 17-09-444-018; 17-09-444-023

Property of Cook County Clerk's Office

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EXHIBIT B

SCHEDULE OF MORTGAGES

1. Mortgage, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing between Washington Franklin Self Park, LLC and Assignee, dated as of March 31, 2005, and recorded on April 4, 2005 as Document No. 0509427064 in the Office of the Recorder of Deeds of Cook County, Illinois.
2. Loan Modification Agreement between Washington Franklin Self Park, LLC and Assignee, dated as of September 28, 2005, and recorded on September 30, 2005 as Document No. 0527310078 in the Office of the Recorder of Deeds of Cook County, Illinois.
3. Assignment of Mortgage and Security Agreement between Assignee and Assignor, dated as of September 10, 2008, and recorded on October 8, 2008 as Document No. 0828222074 in the Office of the Recorder of Deeds of Cook County, Illinois.
4. Assignment and Assumption Agreement between Borrower and Assignor, dated as of August 24, 2012, and recorded on August 27, 2012 as Document No. 1224044039 in the Office of the Recorder of Deeds of Cook County, Illinois.
5. Second Loan Modification Agreement between Borrower, Assignor and Interpark Holdings LLC, dated as of November 29, 2012, and recorded on December 12, 2012 as Document No. 1234733091.