

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 10/28/2021 02:26 PM Pg: 1 of 5

PREPARED BY & RETURN  
TO:

DLA Piper LLP (US)  
444 West Lake Street, Suite 900  
Chicago, IL 60606-0089  
Attn: Alison M. Mitchell, Esq.

Record and Return to:  
First National Real  
Estate Services, LLC  
300 Rector Place 4i  
New York, NY 10230

*This space reserved for Recorder's use only.*

#2165

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF  
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING  
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**

(Assignor)

to

**DEUTSCHE PFANDBRIEFBANK AG**

(Assignee)

9300 King Avenue, Franklin Park, Cook County, Illinois 60131

Dated and effective as of October 22, 2021

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

**TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**, a New York corporation, whose address is 730 Third Avenue, New York, New York 10017 (the "**Assignor**"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **DEUTSCHE PFANDBRIEFBANK AG**, a German bank, whose address is Parkring 28, 85748 Garching, Germany ("**Assignee**"), its successors and assigns, in its capacity as Administrative Agent (as defined in the Loan Agreement (as defined in the Notes)) on behalf of the Lenders (as defined in the Loan Agreement), without recourse, representation, or warranty, all right, title and interest of Assignor in and to a certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by BSREP III 9300 KING AVENUE LLC, a Delaware limited liability company (together with its permitted successors and assigns, "**Mortgagor**") in favor of Assignor, dated as of June 30, 2021 (the "**Closing Date**") and recorded in Cook County, Illinois as Instrument No. 2121542002 encumbering the property described in Exhibit A attached hereto and by this reference made a part hereof (the "**Individual Property**"), securing, among other things, the payment of (1) a certain Promissory Note, dated as of the date hereof, made by Borrower payable to Assignor in the maximum principal amount of Eighty-Five Million Two Hundred Ninety Thousand And No/100 Dollars (\$85,290,000.00), (2) a certain Promissory Note, dated as of the date hereof, made by Borrower payable to Assignor in the maximum principal amount of Sixty-Three Million Nine Hundred Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$63,967,500.00) and (3) a certain Promissory Note, dated as of the date hereof, made by Borrower payable to Assignor in the maximum principal amount of Sixty-Three Million Nine Hundred Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$63,967,500.00) (collectively, the "**Notes**");

TOGETHER WITH any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee; and

TOGETHER WITH any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the Notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State where the Individual Property is located and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the date reflected below, but effective as of the date first written above.

## ASSIGNOR:

**TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA**, a New York  
corporation

By: Nuveen Alternatives Advisors LLC, a  
Delaware limited liability company, its  
investment manager

By: 

Name: Nora Ciesla

Title: Authorized Signer

STATE OF IL

COUNTY OF Cook

On this the 20<sup>th</sup> day of October, 2021, before me, Karen TOTH, the undersigned officer, personally appeared Nora Ciesla, who acknowledged himself to be an authorized signer of Nuveen Alternatives Advisors LLC, a Delaware limited liability company, the investment manager of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, and that she, in her capacity as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public

(SEAL)

My commission expires on 8-27-23

KAREN A TOTH  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Aug 27, 2023

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## EXHIBIT A

(Legal Description)

Real property in the City of Franklin Park, County of Cook, State of Illinois, described as follows:

### PARCEL 1:

WEST 115.0 FEET OF THE EAST 900.0 FEET OF THE NORTH 412.25 FEET OF THE SOUTH 1749.0 FEET OF FRACTIONAL SECTION 22 (THE EAST LINE OF SECTION 22 ALSO BEING THE WEST LINE OF LA FRAMBOISE SUBDIVISION RESERVE), ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

### PARCEL 2:

THE NORTH 412.25 FEET OF THE SOUTH 1,749 FEET OF THE WEST 738.21 FEET OF THE EAST 1,523.21 FEET OF FRACTIONAL SECTION 22 (THE EAST LINE OF SAID SECTION 22, BEING ALSO THE WEST LINE OF LA FRAMBOISE RESERVE), ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXCEPT FOR THAT PART OF SAID TRACT LYING WEST AND SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 1,336.75 FEET OF SAID SECTION 22 WITH A LINE 6.5 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOMBARD STREET (AS DELINEATED IN VOLK BROS. RIVER DRIVE ADDITION TO FRANKLIN PARK) EXTENDED SOUTH; THENCE NORTH ALONG SAID LINE FOR A DISTANCE OF 276.7 FEET TO A POINT 6.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1,619.45 FEET OF SAID SECTION; THENCE NORTHWESTERLY A DISTANCE OF 8.51 FEET TO POINT WHICH IS 6.0 FEET WEST OF THE SAID LINE 6.5 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOMBARD STREET EXTENDED SOUTH, AND SAID POINT BEING ON THE NORTH LINE OF SOUTH 1,619.45 FEET OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE TO A DISTANCE OF 106.3 FEET TO A POINT 6.0 FEET EAST OF THE WEST LINE OF THE EAST 1,523.21 FEET OF SAID SECTION 22; THENCE NORTHWESTERLY A DISTANCE OF 8.51 FEET TO A POINT WHICH IS 6.0 FEET NORTH OF THE NORTH LINE OF THE SOUTH 1,619.45 FEET AND SAID POINT BEING ON THE WEST LINE OF THE EAST 1,523.21 FEET OF SAID SECTION 22, THENCE NORTH ALONG THE WEST LINE OF SAID EAST 1,523.21 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1749.00 FEET THEREOF FOR THE POINT OF TERMINATION OF SAID LINE, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THE WEST 115.0 FEET OF THE EAST 900.0 FEET OF THE NORTH 412.25 FEET OF THE SOUTH 1,749.0 FEET OF FRACTIONAL SECTION 22 (THE EAST LINE OF SAID SECTION 22 BEING ALSO THE WEST LINE OF THE LA FRAMBOISE

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RESERVE), ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 9300 King Avenue, Franklin Park, Illinois 60131

PIN Numbers: 12-22-308-022-0000  
12-22-308-035-0000

Property of Cook County Clerk's Office