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KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 11/04/2021 12:14 PM PG: 1 OF 5

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### ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

from

## WALKER & PUNLOP COMMERCIAL PROPERTY FUNDING, LLC, ("Assignor")

to

### NWU COMPANY, LLC,

('Assignee")

Dated: As of October 28, 2021, and

Effective as of October 28, 2021

Location: 6230 N. Kenmore Avenue Chicago, Illinois 60060

County: County of Cook, State of Illin is 60660

### PREPARED BY:

### KING & SPALDING LLP

1185 Avenue of the Americas New York, New York 10036 Attn: Erik F. Andersen, Esq.

## AND AFTER RECORDATION RETURN TO: KING & SPALDING LLP

1185 Avenue of the Americas New York, New York 10036 Attn: Erik F. Andersen, Esq.

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# ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of October 28, 2021, by WALKER & DUNLOP COMMERCIAL PROPERTY FUNDING, LLC, a Delaware limited liability company, having an address of 535 Madison Avenue, 12th Floor, New York, New York 10022 ("Assignor"), to NWL COMPANY, LLC, a Delaware limited liability company, having an address of 309 West 49th Street, New York, New York 10019-7316 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of October 28, 2021, made by Granville Apartments LLC, an Illinois limited liability company (the 'Borrower'), and payable to the order of Assignor in the stated principal sum of Thirty Milion Six Hundred Forty Thousand and No/100 Dollars (\$30,640,000.00) (the "Note"), which is secured by, among other things, that certain Mortgage and Security Agreement, made by Borrower for the benefit of Assignor, dated as of October 28, 2021, to be recorded in the Clerk's Office of the County of Cook, State of Illinois (the "Official Records") contemporaneously herewith (the "Security Instrument"), such Security Instrument encumbering the real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Land"), and as further secured by that certain Assignment of Leases and Rents from Borrower to Assignor, dated as of October 28, 2021, to be recorded in the Official Records contemporaneously herewith (the "Assignment of Rents"); 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 and the Assignment of Rents.

NOW, THEREFORE, in consideration of the foregoing 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. <u>Assignment</u>. 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 (i) the Security Instrument, together with the notes and bonds secured thereby, and (ii) the Assignment of Rents, together with the notes and bonds secured thereby. Furthermore, Assignor does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument and the Assignment of Rents from and after the date hereof.
- 2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

Assignment of Security Instrument and ALR Granville (Tier 1: W&D to NWL)

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- 3. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Partial Invalidity</u>. 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 circumstances 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 caused this instrument to be executed by its duly authorized officer as of the date set forth above.

### **ASSIGNOR:**

WALKER & DUNLOP COMMERCIAL
PROPERTY FUNDING, LLC,

a Delaware limited liability company

By: John a Lant

Name: John Garth

Title: Authorized Signatory

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On this 27 day of Octor, 2021 before me, the undersigned officer, personally appeared One of Walker & Dunlop Commercial Property

FUNDING, LLC, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public

Printed Name.

[AFFIX NOTARIAL SEAL]

My commission expires: Jpr.1 4, 2023

SELECTION OF THE SELECT

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## EXHIBIT A LEGAL DESCRIPTION

LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1888, AS DOCUMENT 1042704, IN COOK COUNTY, ILLINOIS.

Dropoetty of Cook County Clerk's Office TAX IO NO: 14-05-205-013-0000