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Karen A. Yarbrough
Cook County Clerk
Date: 03/21/2022 09:13 AM Pg: 1 of 6

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

By

ATHENE ANNUITY & LIFE ASSURANCE COMPANY,
a Delaware corporation

in favor of

ATHENE ANNUITY AND LIFE COMPANY,
an Iowa corporation

Premises: 317 South Hicks Road
Palatine, Illinois

County: Cook

Dated as of February 25, 2022

PREPARED BY AND UPON RECORDATION RETURN TO:

Dentons US LLP
1221 Avenue of the Americas
New York, New York 10020
Attention: David S. Hall, Esq.

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ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of February 25, 2022, **ATHENE ANNUITY & LIFE ASSURANCE COMPANY**, a Delaware corporation ("Assignor"), having an office at c/o Apollo Insurance Solutions Group LP, 2121 Rosecrans Avenue, Suite 5300, El Segundo, California 90245, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation, having an office at c/o Apollo Insurance Solutions Group LP, 2121 Rosecrans Avenue, Suite 5300, El Segundo, California 90245, its successors, participants and assigns ("AAIA NON MOD" or "Assignee"), all right, title and interest of Assignor in and to the security instrument ("Security Instrument") executed by Borrower (as defined on Schedule 1 attached hereto and incorporated herein by reference), and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof, securing the payment of one or more promissory notes made by Borrower payable to the order of Assignor and the other lenders named in the Security Instrument in the aggregate maximum principal amount of TWENTY-FIVE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$25,400,000.00).

The purpose of this instrument is to assign the Security Instrument executed by Borrower to Assignee and to release any and all interest Assignor may have in and to the Security Instrument, except any indemnification provisions set forth in the Security Instrument or otherwise agreed in writing among Assignor and Assignee which by their terms would continue to benefit Assignor but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against the Assignee to which such indemnification provisions set forth in the Security Instrument would apply.

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 is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Assignor.

TO HAVE AND TO HOLD this Assignment of Security Instrument unto Assignee and to the successors and assigns of Assignee forever.

[signature page follows]

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

ASSIGNOR:

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Global Real Estate Management, L.P., its sub-adviser

By: Apollo Global Real Estate Management GP, LLC, its General Partner

By: *[Signature]*
Name: Michael Lotito
Title: Vice President

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ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 23 day of February in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Lotito, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

[Signature]
Notary Public

TIMOTHY HENRY HART
Notary Public, State of New York
No. 01HA6426599
Qualified in Westchester County
Commission Expires December 13, 2025

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SCHEDULE I TO ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

1. Mortgage and Security Agreement, dated September 10, 2021 by RLIF HICKS ROAD SPE, LLC, a Delaware limited liability company ("Borrower") for the benefit of Assignor, and recorded on September 13, 2021 in Cook County, Illinois as Document No. 2125601101 (as the same has heretofore been amended, modified, restated, supplemented, assigned, renewed or extended).

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EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1:

The West 343.21 feet of that part of the southwest quarter of the northeast Quarter of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, lying southwesterly of the Chicago and northwestern railroad company's right-of-way and North of the South 891.04 feet of the southwest quarter of the northeast quarter of Section 23 aforesaid.

Parcel 2:

That part of the southwest quarter of the northeast quarter of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian lying southwesterly of the Chicago and Northwestern Railroad Company's right-of-way;

Excepting from the above described property the following: the East 293.17 feet of the West 636.38 feet lying North of the South 523.86 feet thereof;

And Excepting the West 343.21 feet lying North of the South 891.04 feet thereof;

And excepting the East 20 feet of the West 343.21 feet of the South 136.50 feet of that part Lying North of the South line 523.86 feet thereof;

And Excepting that part described as: Commencing at the southeast corner of said property;

Thence West along the south line thereof 20.0 feet; thence North along a line 20.0 feet west of and parallel with the East line thereof 317.54 feet; thence northwesterly 214.87 feet along the arc of a circle of 292.94 feet radius, convex to the northeast and tangent to the last described line to a point on the southwesterly line of the right-of-way of the Chicago and Northwestern Railroad company; thence southeasterly along said southwesterly line 110.74 feet to a point on the East line of said property; thence south along said east line to the place of beginning, all in Cook County, Illinois.

And excepting that part taken by the department of transportation of the State of Illinois in Case No. 87 1 51315.

Parcel 1 and parcel 2 being also described together as:

That part of the southwest quarter of the northeast quarter of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois, described as follows: commencing at the southwest corner of said southwest quarter of the northeast quarter of section 23; thence South 89 degrees 22 minutes 52 seconds East along the south line of said southwest quarter of the northeast quarter of Section 23, a distance of 45.16 feet to the East right-of-way of Hicks Road per Document Number 9151619, and Case Number 87151315, for the point of beginning; thence northerly, and northeasterly along said East right-of-way the following five (5) courses:

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- 1) thence North 00 degrees 12 minutes 53 seconds East, a distance of 309.93 feet to a point of curvature;
- 2) thence northeasterly along a curve concave southeasterly with a 424.39 foot radius, and a 222.60 foot chord bearing North 15 degrees 24 minutes 17 seconds East, for an arc length of 225.24 feet to a point of tangency;
- 3) thence North 30 degrees 34 minutes 51 seconds East, a distance of 305.13 feet;
- 4) thence North 36 degrees 22 minutes 17 seconds East, a distance of 100.57 feet;
- 5) thence North 30 degrees 41 minutes 07 seconds East, a distance of 48.58 feet to the East line of the West 343.21 feet of said southwest quarter of the northeast quarter of section 23;

thence South 00 degrees 07 minutes 12 seconds West along said East line, a distance of 252.81 feet to the North line of the South 136.50 feet of that part of said southwest quarter of the northeast quarter of section 23 lying North of the South 523.86 feet thereof; thence North 89 degrees 22 minutes 52 seconds West along said North line, a distance of 20.00 feet to the West line of the East 20 feet of said West 343.21 feet; thence South 00 degrees 07 minutes 12 seconds West along said West line, a distance of 136.51 feet to the North line of said South 523.86 feet; thence South 89 degrees 22 minutes 52 seconds East along said North line, a distance of 313.18 feet to the East line of the West 636.38 feet of said southwest quarter of the northeast quarter of section 23; thence North 00 degrees 07 minutes 12 seconds East along said East line, a distance of 336.82 feet to the Chicago and Northwestern Railway Company's southwesterly right-of-way; thence South 59 degrees 24 minutes 40 seconds East along said right-of-way, a distance of 692.79 feet to a point on a curve; thence southeasterly along a curve concave southwesterly with a 262.94 foot radius, and a 211.90 foot chord bearing South 21 degrees 05 minutes 07 seconds East, for an arc length of 218.10 feet to a line 20.0 feet West of and parallel with the East line of said southwest quarter of the northeast quarter of section 23; thence South 00 degrees 07 minutes 16 seconds West along said parallel line, a distance of 317.71 feet to the South line of said southwest quarter of the northeast quarter of Section 23; thence North 89 degrees 22 minutes 52 seconds West along said South line, a distance of 1,265.03 feet to the point of beginning, containing 18.284 acres, more or less.

Parcel ID:

02-23-220-003-0000

02-23-220-004-0000

02-23-220-006-0000