

# UNOFFICIAL COPY

Doc#. 2221019153 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/29/2022 03:51 PM Pg: 1 of 10

Prepared by, and after  
recording please return to:

Arbor Multifamily Lending, LLC  
333 Earle Ovington Blvd., Suite 900  
Uniondale, NY 11553  
Attention: Valerie Rubin

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

**ARBOR REALTY SR, INC.**

to

**GLOF 1 USB SUB, LLC**

Dated: As of July 28, 2022

Location: 4700 Arbor Drive,  
Rolling Meadows, Illinois 60008

# UNOFFICIAL COPY

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

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), made and entered into as of July 28, 2022, is by ARBOR REALTY SR, INC., a Maryland corporation, having an address at 333 Earle Ovington Blvd., Suite 900, Uniondale, New York 11553 ("Assignor"), in favor of GLOF I USB SUB, LLC, a Delaware limited liability company, having an address at 465 Meeting Street, Suite 500, Charleston, SC 29403 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of February 25, 2022, executed by **THE APARTMENTS AT WOODFIELD LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor, as assigned to **ARBOR CS FUNDING, LLC**, a Delaware limited liability company ("ACSF") as of February 28, 2022, and further assigned back to Assignor as of July 28, 2022, in the stated principal amount of ONE HUNDRED ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$101,700,000.00) (the "Note"); and

WHEREAS, the Note is secured, *inter alia*, by the Mortgage (as hereinafter defined); 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 Mortgage.

NOW, THEREFORE, in consideration of the premises above set forth 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. Assignment. 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 the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 25, 2022, from Borrower, as mortgagor, in favor of Assignor, as mortgagee (the "Mortgage"), and recorded on March 1, 2022 in the Official Records of Cook County, Illinois, under Document No.: 2206022002, encumbering the real property situated in Cook County, Illinois, as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"), together with the notes and bonds secured thereby; as same was assigned pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Assignment of MTG") dated as of February 28, 2022, from Assignor to ACSF, and recorded in the Cook County, Illinois Records, on April 12, 2022, under Document No.: 2210218027, encumbering the Premises; as same was further assigned pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Second Assignment of

# UNOFFICIAL COPY

MTG”) dated as of July 28, 2022, from ACSF to Assignor and recorded immediately prior hereto in the Cook County, Illinois Records, encumbering the Premises.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed therein without regard to conflict of laws principles.

3. Representation. The Assignor is the owner and holder of the indebtedness evidenced by the Note and secured by the Mortgage and has the full right, power and authority to transfer the indebtedness and the Mortgage. All payments or credits received by the Assignor in connection with the Note and/or the Mortgage after the date hereof shall be promptly remitted to the Assignee in the form received by the Assignor. In furtherance thereof, the Assignor agrees to provide to the Assignee all necessary endorsements without recourse with respect to all checks, drafts and other instruments received by the Assignor after the date hereof in connection with the Note or the Mortgage. The Assignor agrees to execute, acknowledge, and deliver all further instruments, deeds, financing statements and other documents as may, in the reasonable opinion of the Assignee, be necessary to transfer and assign the Note and the Mortgage as contemplated herein.

4. Assumption. From and after the date hereof, Assignee accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of Assignor under the Mortgage.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and 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. Partial 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 page follows]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date above first written.

Assignor:

**ARBOR REALTY SR, INC.,**  
a Maryland corporation

By: 

Name: Valérie Rubin

Title: Authorized Signatory

Assignee:

**GLOF I USB SUB, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Josh Carper

Title: Vice President

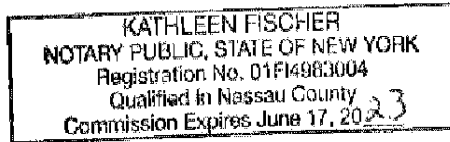
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NASSAU )

On the 26 day of July in the year 2022, before me, the undersigned, personally appeared VALERIE RUBIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

Kathleen Fischer  
Notary Public Sign and affix stamp



STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, personally appeared JOSH CARPER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public Sign and affix stamp

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date above first written.

Assignor:

**ARBOR REALTY SR, INC.,**  
a Maryland corporation

By: \_\_\_\_\_

Name: Valerie Rubin

Title: Authorized Signatory

Assignee:

**GLOF I USB SUB, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: A Joshua Carper

Title: Vice President

# UNOFFICIAL COPY

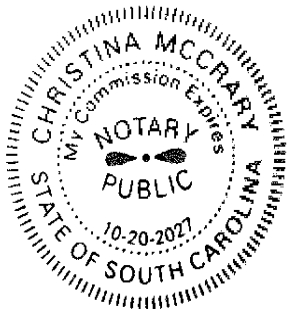
STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, personally appeared VALERIE RUBIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public Sign and affix stamp

*South Carolina*  
STATE OF ~~NEW YORK~~ )  
*Charleston* ) ss.  
COUNTY OF ~~NASSAU~~ )

On the 28th day of July in the year 2022, before me, the undersigned, personally appeared A. JOSHUA CARPER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Sign and affix stamp

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOT 1 OF RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 (EXCEPT THAT PART OF SAID LOT 2 LYING EASTERLY OF A LINE WHICH BEGINS AT A POINT ON THE NORTHERNMOST LINE OF SAID LOT WHICH IS 157.88 FEET EASTERLY FROM THE NORTHERNMOST CORNER OF SAID LOT 2 AND RUNS THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO. 1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286; THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES



# UNOFFICIAL COPY

17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED NOVEMBER 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 89 DEGREES 06 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## **ALSO KNOWN AND DESCRIBED AS:**

LOT 1 AND PART OF LOT 2 IN RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286 AND ALSO PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN MOST CORNER OF SAID LOT 1; THENCE SOUTH 67 DEGREES 49 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 408.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTH 67 DEGREES 49 MINUTES 47 SECONDS EAST, 230.75 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 12; THENCE NORTH 00 DEGREES 24 MINUTES 15 SECONDS EAST ALONG SAID EAST LINE, 120.68 TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY DEED

# UNOFFICIAL COPY

RECORDED NOVEMBER 14, 1984 AS DOCUMENT NO. 27336988; THENCE SOUTH 88 DEGREES 25 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE, 310.01 FEET TO THE EASTERLY MOST CORNER OF SAID TRACT, SAID CORNER BEING ON THE WESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 04 DEGREES 07 MINUTES 14 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 720.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 133.67 FEET ON A CURVE CONVEXED TO THE SOUTHEAST WITH A RADIUS OF 120.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 43 MINUTES 18 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 89.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 132.96 FEET ON A CURVE CONVEXED NORTHWEST WITH A RADIUS OF 320.50 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 93.52 FEET ON A CURVE CONVEXED NORTHWEST WITH A RADIUS OF 420.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 31 DEGREES 16 MINUTES 04 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 66.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 78.20 FEET ON A CURVE CONVEXED TO THE SOUTHEAST WITH A RADIUS OF 492.50 FEET; THENCE SOUTH 48 DEGREES 58 MINUTES 26 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 166.68 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID ARBOR DRIVE; THENCE NORTH 83 DEGREES 51 SECONDS 36 MINUTES WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 884.83 TO THE SOUTHERN MOST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 83 DEGREES 51 SECONDS 36 MINUTES WEST ALONG THE SOUTH LINE OF SAID LOT 1, 124.05 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 19 MINUTES 26 SECONDS EAST ALONG SAID WESTERLY LINE, 810.85 FEET TO THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 44 MINUTES 40 SECONDS EAST ALONG SAID NORTHERLY LINE, 674.12 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 14 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY LINE, 446.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.