

Doc# 2225716007 Fee \$68.00

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 09/14/2022 10:02 AM PG: 1 OF 7

PREPARED BY:

Karen Wade, Esq. Alston & Bird LLP 2200 Ross Avenue, Suite 2300 Dallas, TX 7520!

RECORDING REQUESTED BY & UPON RECORDATION RETURN TO: Attn: La-Kesha Mulky **OS National LLC** 3097 Satellite Blvd, Ste 400 Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

COREVEST PURCHASER 2, LLC,

a Delaware limited liability company,

COREVEST AMERICAN FINANCE DEPOSITOR LLC a Delaware limited liability company

Dated: As of December 17, 2020

State: Illinois County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the December 17, 2020, is made by COREVEST PURCHASER 2, LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

Where EAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of December 23, 2019 executed by North Shore Propeo, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of 5 Arch Funding Corp., a Delaware limited liability company ("5AFC"), predecessor-in-interest to Assignor, in the stated principal amount of Fourteen million one hundred twenty-thousand dollars and no cents (\$14,120,000.00) (the "Note") in connection with certain real property and improvements located thereor, situated in the County of Cook, State of Illinois and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (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 Security Instrument.

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 fellows:

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 the following described instrument, and does hereby grant and delegate to Assignoe, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 23, 2019, executed by Borrower for the benefit of 5 Arch Funding Corp., as lender, and recorded on January 10, 2020 in the Real Property Records of Cook County, Illinois, as Document No. 2001006148, Book, Page (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

- 2. <u>Representations and Warranties of Assignor</u>. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:
 - (a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument 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.
- 3. <u>Coverning Law</u>. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be constructed in accordance with, the laws of the State of Illinois, it being understood that, except as expressive set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.
- 4. <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.
- 5. <u>Headings</u>. 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.
- 6. <u>Interpretation</u>. 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.
- 7. 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]

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UNOFFICIAL COPY

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

ASSIGNOR:

COREVEST PURCHASER 2 LLC,

A Delaware limited liability company

Property of Cook County Clark's Office

Signature Page

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Orange before me, Corine Goddard, Notary Public On July 12, 2021 Here Insert Name and Title of the Officer <u>Sokun Soun</u> personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph 's true and correct. CORINE GODDARD Notary Public - California WITNESS my hand and official seal. **Orange County** Commission # 2264348 My Comm. Expires Oct 26, 2022 Signature of Notary Public Place Notary Seal Above - OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ ____ Number of Pages: Document Date: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ___ ☐ Corporate Officer — Title(s): __ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General □ Individual ☐ Attorney in Fact □ Individua! ☐ Attorney in Fact ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator □ Trustee ☐ Other: ☐ Other: Signer Is Representing: Signer Is Representing:

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EXHIBIT A

(Premises Description)

Address: 14901 Kostner Ave., Midlothian, IL 60445 Pin: 28-10-410-024-0000

THE NORTH 60 FEET OF LOT 12 IN BLOCK 16 IN MIDLOTHIAN GARDENS, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN NORTHWEST OF THE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AND THE EAST 47/16 OF THE SOUTHWEST 1/4 OF SAID SECTION 10 IN COOK COUNTY, (L) INOIS.

Address: 408 W. Suns et Rd. Mount Prospect, IL 60056 Pin: 08-14-205-011-0000

LOT 11 IN BLOCK 2 IN LOWNQUIST GARDENS, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1945 AS DOCUMENT 13663132 IN BOOK 356 OF PLATS, PAGE 5, IN COOK COUNTY, ILLINOIS.

Address: 233 East Medill Avenue, Northlake, J. 60154 Pin: 12-32-123-009-0000

LOT 9 IN BLOCK 6 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER 11, BEING A SUBDIVISION IN THE NORTHWEST OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERID (A) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1478416, IN COCK COUNTY, ILLINOIS.

Address: Commonly known as 4912 Stone Circle Dr. AKA 4912 W Stone Circle Dr. Oak Lawn, IL 60453 Pin: 24-09-405-020-0000

LOT 34 (EXCEPT THE NORTHEAST 10 FEET) IN BLOCK 4 IN UNIT NO. YOU'LLAWN MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1332 North Shadow Lake Terrace, Unit 4-16, Palatine, IL 60074 Pin: 02-01-400-017-1035

PARCEL 8A: UNIT NO. 4-16 IN THE GROVES OF HIDDEN CREEK CONDOMINIUM I, AS DELINFATED ON SURVEY OF PART OR PARTS OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22827823 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL. (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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12055 (1) Assignment of Security Instrument RMFI CAF Term (KMP 20200423) Cook County 2

PARCEL 8B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED AUGUST 26, 1974 AS DOCUMENT NUMBER 2282782 AND CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 11, 1972 AND KNOWN AS TRUST NUMBER 44398 TO ELLIOT S. COHEN AND RANDI J, COHEN RECORDED NOVEMBER 22, 1974 AS DOCUMENT NUMBER 22915213 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Address: 8704 Sproat Avenue, Oak Lawn, IL 60453 Pin: 24-04-212-013-0000

LOT 2 IN BLOCK 1 IN LAWN HEIGHTS SUBDIVISION UNIT NUMBER 2, A SUBDIVISION OF THE EAST 1/2 OF TH'. VEST 8/10 OF LOT 1 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 16733 Vicky Larc. Orland Hills, IL 60477 Pin: 27-27-213-018-0000

LOT 150 IN GREEN ACRES ESTATES SUBDIVISION, UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ALLINOIS.

Address: 202 Miami St, Park Forest, IL 66456 PIN: 31-36-312-025-0000

LOT 16 IN BLOCK 54 IN VILLAGE OF PARK FOREST AREA NUMBER 5, BEING A SUBDIVISION OF PART THE EAST 1/2 OF SECTION 35 AND THIL WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ME RIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1951 AS DOCUMENT NUMBER 15139014 IN COOK COUNTY, ILLINOIS.