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ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

By

ACREFI GS, LLC,
a Delaware limited liability company

in favor of

ACREFI MORTGAGE LENDING, LLC,
a Delaware limited liability company

Premises: 225 West Randolph Street
Chicago, Illinois 60606

Dated as of November 1, 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.



Doc# 2233413016 Fee \$85.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/30/2022 10:28 AM PG: 1 OF 5

1 OF 3

Property of Cook County Clerk's Office

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ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACREFI GS, LLC, a Delaware limited liability company (successor-in-interest to ACREFI HOLDINGS J-I, LLC, a Delaware limited liability company) ("Assignor"), having an office at 9 West 57th Street, New York, New York 10019, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to ACREFI MORTGAGE LENDING, LLC, a Delaware limited liability company, having an office at 9 West 57th Street, 43rd Floor, New York, NY 10019, its successors, participants and assigns ("Assignee"), all right, title and interest of Assignor in and to the security instruments set forth on Schedule I annexed hereto and made a part hereof (collectively, the "Security Instruments") made by Borrower (as defined on Schedule I), 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 that certain Promissory Note made by Original Borrower (as defined on Schedule I), dated November 1, 2017, payable to the order of Assignor, in the original principal amount of ONE HUNDRED EIGHTY-FOUR MILLION AND/NO DOLLARS (\$184,000,000), as amended and as assigned to Borrower by that certain Loan Assumption and Modification Agreement dated as of December 15, 2021, by and among Assignor, Original Borrower, and Borrower (the "Assumption Agreement").

The purpose of this instrument is to assign the Security Instruments executed by Borrower to Assignee and to release any and all interest Assignor may have in and to the Security Instruments, except any indemnification provisions set forth in the Security Instruments 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 Instruments 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 Instruments unto Assignee and to the successors and assigns of Assignee forever.

[signature page follows]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of this 31 day of October, 2022.

ACREFI GS, LLC, a Delaware limited liability company

By: ACREFI GS Member, LLC, its sole member

By: ACREFI Operating, LLC, its sole member

By: Apollo Commercial Real Estate Finance, Inc., its sole member

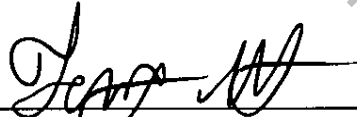
By: ACREFI Management, LLC, its manager

By: 
Name: Jeffrey Horowitz
Title: Vice President

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

On the 31 day of October in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Horowitz, 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)


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 **ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

Mortgage, Security Agreement and Fixture Filing, dated as of November 1, 2017, made by Elmwood Chicago Associates, LLC, Oakwood Chicago Associates, LLC, Wallkill Chicago Associates, LLC and Landings Chicago Associates, LLC, each a Delaware limited liability company (collectively, "Original Borrower"), in favor of Assignor, and recorded on November 8, 2017 in Cook County, Illinois as Document Number 1731239049, as amended by the Assumption Agreement and as further amended by that certain First Amendment to Mortgage, Security Agreement and Fixture Filing and First Amendment to Assignment of Leases, dated as of December 15, 2021, made by and between 225 West Randolph Owner, L.L.C., a Delaware limited liability company ("Borrower"), and Assignor, and recorded December 20, 2021 in Cook County, Illinois as Document No. 2135457022.

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 2, 3 AND 4 (EXCEPT THAT PART OF LOT 2 DEDICATED FOR PUBLIC ALLEY BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 18928994) IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED WEST COURT PLACE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 2, 3 AND 4 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID; LYING NORTH OF AND ADJOINING THE NORTH LINE OF SUB-LOT 1 OF LOT 5 AND THE NORTH LINE OF SUB-LOTS 1, 2 AND 3 OF LOT 7, AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID SUB-LOT 3 OF LOT 7 PRODUCED NORTH 18 FEET, ALL IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PIN(s): 17-09-443-001-0000, 17-09-443-002-0000, 17-09-443-003-0000, 17-09-443-004-0000, 17-09-443-005-0000, 17-09-444-013-0000, 17-09-444-020-0000, and 17-09-444-034-0000

Address: 225 West Randolph Street, Chicago, Illinois 60606