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Doc#: 2235628012 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/22/2022 09:35 AM Pg: 1 of 4

Prepared by and after
recording, return to:

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Ares Commercial Real Estate
Management LLC
245 Park Avenue
42nd Floor
New York, New York 10167
Attention: Legal Department

Property Address:
Atrium Corporate Center
3800 Golf Road
Rolling Meadows, Illinois

Loan #40749

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING AND OTHER LOAN
DOCUMENTS**

As of December 16, 2022, **ACRC LENDER ML LLC** ("Assignor"), a Delaware limited liability company, having an office at 245 Park Avenue, 42nd Floor, New York, New York 10167, as the holder of the instruments hereinafter described, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, does hereby endorse, assign, convey, sell, transfer and deliver, to **ACRC LENDER LLC**, a Delaware limited liability company ("Assignee"), having an office at 245 Park Avenue, 42nd Floor, New York, New York 10167, its successors, participants and assigns, all of Assignor's right, title and interest in and to that certain Loan and Security Agreement dated as of December 19, 2019 (the "**Loan Agreement**"), between **WHETSTONE ATRIUM, LLC**, a Delaware limited liability company ("**Borrower**") and **ACRC LENDER LLC**, a Delaware limited liability company ("**Original Lender**"), providing for a loan to Borrower in the principal amount of Forty One Million Nine Hundred Twenty One Thousand and no/100 Dollars (\$41,921,000.00) (the "**Loan**"), and the Loan Documents (as defined in the Loan Agreement), including, without limitation, the following recorded documents:

1. **MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING** made by Borrower in favor of Original Lender, dated as of December 19, 2019 and recorded on January 8, 2020 with the County of Cook, Illinois, County Clerk ("Recorder's Office") as Document Number 2000845127 securing payment of the Loan and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof; and

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2. ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by Original Lender in favor of Assignor dated as of January 7, 2020 and recorded on December 31, 2020 with the Recorder's Office as Document Number 2036601168.

Together with any and all obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee; and

Together with any and all other liens, privileges, security interests, collateral, rights, entitlements and equities that Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the Loan and the other obligations described therein; and

Together with all of Assignor's right, title and interest in, to and under all other documents executed and/or delivered in connection with the Loan, including, without limitation, all of Assignor's right, title and interest in and to any collateral, security, certificates of deposit, letters of credit, performance bonds, demands, causes of action, all related certificates, bank accounts, operating accounts, insurance policies, reserve accounts, escrow accounts and other accounts, opinions, financial statements of Borrower and any guarantors and any other collateral arising out of and/or executed and/or delivered in connection with or related to the Loan, and all other rights and benefits of Assignor related to the Loan Documents and such other documents; and

Together with any and all claims, demands and causes of action that Assignor hereunder possesses against the Borrower in connection with the Loan or to which Assignor is otherwise entitled as additional security for the payment of the Loan and the other obligations described therein.

This Assignment shall be governed in all respects by the laws of the State of Illinois and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date herein.

ACRC LENDER ML LLC, a Delaware limited liability company

By: *[Signature]*
Name: KEITH KOOPER
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

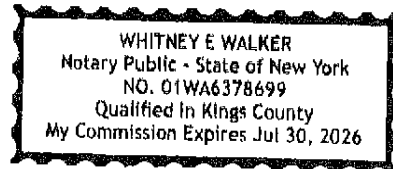
STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Whitney E. Walker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, Keith Cooper, the vice president of ACRC LENDER ML LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein stated.

GIVEN under my hand and notarial seal this 19 day of December, 2022.

NOTARY PUBLIC

My Commission Expires: July 30, 2026



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EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

LOT 1 IN 3800 GOLF ROAD SUBDIVISION OF PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 31, 1996 AS DOCUMENT NO. 96080514, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, TO GO UPON LOT 2 IN 3800 GOLF ROAD SUBDIVISION AFORESAID, FOR THE PURPOSE OF PERFORMING WORK OF CONSTRUCTION AND MAINTENANCE OF BERM IF SUCH WORK IS NOT TIMELY PERFORMED BY THE OWNER OF SAID LOT 2, AS GRANTED IN PARAGRAPH 9.4 OF ARTICLE 9 OF THE DECLARATION AND GRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS EXECUTED BY AT&T CORP., A NEW YORK CORPORATION, DATED JANUARY 26, 1996 AND RECORDED FEBRUARY 9, 1996 AS DOCUMENT NO. 96110279, IN COOK COUNTY, ILLINOIS.

Common Address: 3800 Golf Road, Rolling Meadows, Illinois

Tax PIN: 08-07-403-019-000