Doc# 2307310038 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/14/2023 04:00 PM PG: 1 OF 6

This Document Prepared By and Upon Recording eturn to:
SMS Financial ArC, LLC
Attention: Michel Stone Grassl
3707 East Shea Bouleveld, Suite 100
Phoenix, Arizona 85028

ASSIGNMENT OF ASSIGNMENT OF RENTS

BYLINE BANK, an Illinois state chartered bank, successor to METROBANK ("Assignor"), located at 55 Shuman, Naperville, IL, does hereby assign and uransier to SMS FINANCIAL AFC, LLC, an Arizona limited liability company ("Assignee"), located at 3707 East Shen Boulevard, Suite 100, Phoenix, AZ 85028, as evidenced by the Limited Power of Attorney effective as of December 20, 2022, (attached hereto as, Exhibit A) all of Assignor's right, title and interests in the Real Property described below:

That certain ASSIGNMENT OF RENTS dated January 15, 2013 between PATRICIA CAMPOS ("Grantor") and METROBANK ("Lender"), recorded on March 5, 2013 as Doc# 1306446050, in the Office of the County Recorder, COOK County, State of Illinois, together with any other loan documents and instruments evidencing or securing said mortgage or note or notes more fully described as follows:

UNIT 210 TOGETHER WITH AN UNDIVIDED PERCENTACE INTEREST IN THE COMMON ELEMENTS IN THE ARCHER BUILDING LOFTS CONDOMINAL OF AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 30°10°289013 AND AMENDED FROM TIME TO TIME IN THE EAST 1 /2 OF THE NORTHWEST 1/4 C F SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as: 2310 S. Canal Street, Unit 201, Chicago, IL 60606. The Real Property tax identification number is 17-28-107-011-1010.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this ______d

day of February, 2023.

Assignor: BYLINE BANK

By: SMS FINANCIAL AFC, LLC

By: SMS FINANCIAL, LC, Its Manager

Name: Jonathan Hoffer, Attorney-in-fact

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<u>ACKNOWLEDGMENT</u>

State of Arizona, County of Maricopa) ss:

On the 26 day of February in the year 2023 before me, the undersigned, personally appeared JONATHAN HOFFER, Attorney In Fact, Manager of SMS FINANCIAL LLC, Manager of SMS FINANCIAL AFC, LLC, 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 hat ...
State o.

Cook Colling Clark's Office instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, County of Maricopa, in the State of Arizona.

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Exhibit A

Limited Power of Attorney

KNOWN ALL PERSONS BY THESE PRESENTS, that Byline Bank (referred to herein as the "Principal"), as principal, hereby constitutes and appoints Dan Shorr and Jonathan Hoffer residing in Phoenix, Arizona, managers of SMS Financial AFC, LLC ("SMS"), each acting independently and individually as Appointees ("Appointee"), the Principal's true and lawful Attorney-in-Fact, in the Principal's name, place and stead, in connection with all loans and judgments, as described in Note Sale and Assignment Agreement (the "Agreement") dated December 20, 2022, solely for the purpose of performing such acts and executing such documents in the name of the Principal necessary and appropriate to effectuate the following enumerated transactions in respect to only those loans (the "Loans"), for which the undersigned has transferred to SMS pursuant to the Agreement

This Appointment shall apply only to the following enumerated transactions:

- 1. Transfer and assignment to SMS of the loan documents subject to the Agreement through execution of Allonges or other assignment and transfer instruments.
 - 2. Assignments to SMS of judgments and proofs of claims attributable to the Loans.
- 3. The endorsement on behalf of the Principal of all checks, drafts, and/or negotiable instruments made payable to Principal relating to the Loans.
- 4. To identify Principal as "successor to", as applicable, any of the notes, loan documents and/or judgments in such assignment and allonges as related to any of the predecessor institutions of Principal identified on the attached Exhibit "1".

The undersigned gives each individually above named Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by of under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby door ratify and confirm to all that said Attorney-in-Fact shall be effective as of December 20, 2022.

This power covers all loans, security instruments, and judgments for which the undersigned has authority to act, including under a Power of Attorney given by the title holder.

This appointment is to be construed and interpreted as a limited power of acomey. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any duties of the Appointee, under any other agreement, (ii) limit in any manner any representations or warranties provided by the Principal, under any agreement, (iii) be construed to grant the Appointee the power to initiate or defend any suit, litigation, or proceeding in the name of Principal and (iv) be construed to create a duty of the Appointee to initiate or defend any suit, litigation, or proceeding in the name of Principal except as specifically provided for herein.

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Unless terminated earlier by an official of the Principal, this Limited Power of Attorney shall continue in full force and effect until December 31, 2023 at which time this Limited Power of Attorney shall be revoked.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Byline Bank, as Principal, has caused these presents to be signed and acknowledged in its name and behalf by a duly authorized signatory as of the 31 5 day of January, 2023, but effective as of December 20, 2022.

BYLINE BANK

Name: Mary C. Alberts

Title: Senior Vice President

STATE OF ILLINOIS

)ss.

Or Or

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Mary C. Alberts, Sente: Vice President, of BYLINE BANK, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act on behalf of the company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3/1/2 day of January, 2023.

[SEAL]

"OFFICIAL SEAL"
KATHLEEN GARVEY PATTERSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09/08/2023

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Acknowledged and Agreed	•
V Dr. San	
DANIEL SHORR, APPOINTEE	
an .	
JONATHAN HOFFER, APPOINTEE	
STATE OF ARIZONA)	
COUNTY OF MARICOPA)	·
On this 2 day of January 2023, before me, appeared Dan Shorr and Jonathar, rioffer, persona of satisfactory evidence) to be the person(s) whinstrument and acknowledged to me that he execut that by his signature(s) on the instrument, the perperson(s) acted, executed the instrument.	Ily known to me (or proved to me on the basis hose name(s) is/are subscribed to the within ed the same in his authorized capacity(ies), and
WITNESS my hand and official seal.	45.
[SEAL]	Notary Rublic
KYLER KIENHOLZ Notary Public - Arizona Maricopa Co. / #573791 Expires 10/31/2023	My Commission Expires: 10 31 25

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EXHIBIT 1

BYLINE BANK 5/14/21 LIST OF MERGED BANK NAMES

- 1. Allegiance Community Bank
- 2. Archer Bank
- 3. Chicago Community Bank
- 4. Citizens Bank Illinois
- 5. Citizens Community Bank of Illinois
- 6. Commercial National Bank of Berwyn
- 7. Community Sark of Oak Park River Forest
- 8. Edens Bank
- 9. First Bank and Trus
- 10. First Commercial Bank
- 11. First East Side Savings Bank
- 12. Metrobank
- County Clark's Office 13. Metropolitan Bank and Trust Congrany
- 14. North Community Bank
- 15. Northwest Community Bank
- 16. Oswego Community Bank
- 17. Plaza Bank
- 18. Poplar Creek Community Bank
- 19. Ridgestone Bank
- 20. Universal Federal Savings Bank