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Doc# 2308325045 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/24/2023 03:37 PM PG: 1 OF 5

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

ASSIGNMENT OF MORTGAGE

BYLINE BANK, an Illinois state chartered bank, successor to COMMUNITY BANK OF OAK PARK RIVER FOREST ("Assignor"), located at 55 Shuman, Naperville, IL, does hereby assign and transfer to SMS FINANCIAL AFC, LLC, an Arizona limited liability company ("Assignee"), located at 3707 East Shea 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 MORTGAGE dated December 18, 2008, in the amount of \$325,000.00 between CLIFFORD T. OSBORN ("Grantor") and COMMUNITY BANK OF OAK PARK RIVER FOREST ("Lender"), recorded on January 7, 2009, as Doc# 0900754028, 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:

The North 16 1/2 Feet of Lot 52 and the South 17 Feet of Lot 53 in Block 2 in Ellie and Chamberlain's Subdivision of the Northwest 1/4 of Lot 6 in Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian (except the West 1/2 of the Southwest 1/4 of Said Section) in Cook County, Illinois.

The Real Property or its address is commonly known as 1023 GUNDERSON AVE, OAK PARK, IL 60304. The Real Property tax identification number is 16-18-411-050-0000.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 14th day of March, 2023.

Assignor: BYLINE BANK

By: SMS FINANCIAL AFC, LLC

By: SMS FINANCIAL, LLC Its Manager

By: [Signature] Name: Jonathan Hoffer, Attorney-in-fact

State of Arizona, County of Maricopa) ss:

On the 14th day of March 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 instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, County of Maricopa, in the State of Arizona.



MICHEL STONE GRASSL Notary Public - Arizona Maricopa Co. / #624686 Expires 04/16/2026

[Signature of Michel Stone Grassl]

Michel Stone Grassl

My Commission Expires: 4/15/2026

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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 or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does 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 attorney. 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 31ST day of January, 2023, but effective as of December 20, 2022.

BYLINE BANK

By: *Mary C. Alberts*

Name: Mary C. Alberts

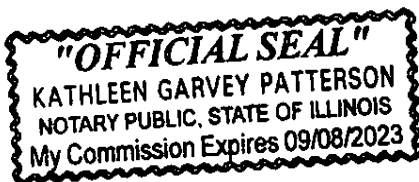
Title: Senior Vice President

STATE OF ILLINOIS)
)ss.
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, Senior 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 31st day of January, 2023.

[SEAL]



Kathleen Garvey Patterson
Notary Public
My Commission Expires: 9/8/23

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Acknowledged and Agreed

Dan Shorr
DANIEL SHORR, APPOINTEE

[Signature]
JONATHAN HOFFER, APPOINTEE

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 2nd day of ~~January~~ ^{February}, 2023, before me, Kyler Kienholz, personally appeared Dan Shorr and Jonathan Hoffer, personally known to me (or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



KYLER KIENHÖLZ
Notary Public - Arizona
Maricopa Co. / #573791
Expires 10/31/2023

[Signature]
Notary Public
My Commission Expires: 10/31/23

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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 Bank of Oak Park River Forest
8. Edens Bank
9. First Bank and Trust
10. First Commercial Bank
11. First East Side Savings Bank
12. Metrobank
13. Metropolitan Bank and Trust Company
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

Office of Cook County Clerk's Office