

# UNOFFICIAL COPY

Doc#. 2312933116 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/09/2023 11:09 AM Pg: 1 of 6

**PREPARED BY**  
**FINANCE OF AMERICA MORTGAGE LLC**  
**1 West Elm Street, First Floor**  
**Conshohocken, PA 19428**

**AFTER RECORDING RETURN TO:**  
**FINANCE OF AMERICA MORTGAGE LLC**  
**6230 Fairview Road, Suite 300**  
**Charlotte, NC 28210**  
**Attn: Post Closing**

## **ASSIGNMENT OF SECURITY INSTRUMENT**

by

**FINANCE OF AMERICA MORTGAGE LLC,**  
**a Delaware limited liability company,**

to

**Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner**  
**trustee on behalf of ANTLR Mortgage Trust 2021-RTL1**

**Dated: As of May 2nd, 2023**

**State: Illinois**

**County: COOK**

# UNOFFICIAL COPY

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "**Assignment**"), made and entered into as of May 2nd, 2023, an effective date of May 26<sup>th</sup>, 2022 is made by **FINANCE OF AMERICA MORTGAGE LLC**, a Delaware limited liability company, having an address at **1 West Elm Street, First Floor, Conshohocken, PA 19428** ("**Assignor**"), in favor of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee on behalf of ANTLR Mortgage Trust 2021-RTL1, having an address at 500 Delaware Avenue, 11<sup>th</sup> Floor, Wilmington, Delaware 19801 ("**Assignee**").

### W I T N E S S E T H

WHEREAS Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of 04/19/2022, executed by POWER TEAM INC, a/an Illinois corporation ("**Borrower**"), and made payable to the order of Assignor in the stated principal amount of Four Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$416,500.00) (the "**Note**") in connection with certain real property and improvements located thereon 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 follows:

1. Assignment. 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 Assignee, 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 and Security Agreement dated as of 04/19/2022, executed by Borrower for the benefit of Assignor, as lender, and recorded on April 25th, 2022 in the Real Property Records of COOK County, Illinois, as Document No. 2211545122 (the "**Security Instrument**"), in respect of the Premises.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

# UNOFFICIAL COPY

3. Representations and Warranties of Assignor. 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.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. 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.

7. Interpretation. 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.

8. 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]

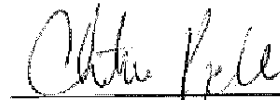
# UNOFFICIAL COPY

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

ASSIGNOR:

FINANCE OF AMERICA MORTGAGE LLC,  
a Delaware limited liability company

By:



Name: Christina Pyche

Title: Authorized Signatory

Address:

1 West Elm Street, First Floor

Conshohocken, PA 19428

Attention: Legal Department

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

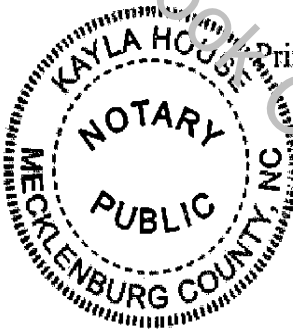
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2023 by Christina Pyche, an Authorized Signatory of FINANCE OF AMERICA MORTGAGE LLC, a Delaware limited liability company, on behalf of said limited liability company.

KL House  
Notary Public

Print Name: Kayla House

My commission expires:

07-17-2027



# UNOFFICIAL COPY

## EXHIBIT A

(Premises Description)

**Legal Description:** LOTS 14 AND 15 IN MORRISON'S SUBDIVISION OF LOT 86 AND THAT PART WEST OF 52ND AVENUE OF LOT 75 IN THE SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel ID# :** 16-16-116-010-0000

**Property Street Address:** 5235 W GLADYS AVE, CHICAGO, IL 60644