UNOFFICIAL CC

Doc#. 2318012095 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 06/29/2023 11:32 AM Pg: 1 of 7

ASSIGNMENT OF SECURITY INSTRUMENT

MF IT IFE COMMERCIAL MORTGAGE ORIGINATOR, LLC. a Delaware limited liability company

(Assignor)

in favor of

MCMIT HOLDCO II, LLC, a Delaware limited liability company

(Assignce)

ASSIGNMENT OF SECURITY INSTRUMENT

Dated:

As of June 2θ , 2023

Location: 650 Waukegan Road, Glenview, Illinois 60025

County: Cook

This Instrument Prepared By and Record and Keturn to: Cort's Organica

Dentons US LLP 233 South Wacker Drive, Suite 5900 Chicago, IL 60606 Attention: Steven R. Davidson, Esq.

When Recorded Return Tet.
First American Title Insurance Company
National Commercial Services
121 South Bith Street, Suite 1250
Minneapolis, MN 55402
File No. NCS

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "<u>Assignment</u>"), made and entered into as of the 26th day of June, 2023 is made by METLIFE COMMERCIAL MORTGAGE ORIGINATOR, LLC, a Delaware limited liability company, having an address at One MetLife Way, Whippany, NJ 07981-1449 ("Assignor"), in favor of MCMIF HOLDCO II, LLC, a Delaware limited liability company, having an address at One MetLife Way, Whippany, NJ 07981-1449 ("<u>Assignee</u>").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of June 20, 2023, executed by CRP/TCC AA II GLENVIEW, L.L.C., a Delaware limited riability company, as maker, having its principal place of business at c/o The Carlyle Group, 1001 Penesylvania Avenue, N.W., Suite 220 South, Washington, D.C. 20004-2505 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated principal amount of FORTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$41,500,000.00) (the "Note"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title an i interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of d 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) <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on <u>Exhibit B</u> annexed hereto and made a pair nereof relating to that certain real property more particularly described on <u>Exhibit A</u> annexed hereto and made a part hereof (the "<u>Premises</u>") (collectively, the "<u>Security Instrument</u>"), and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.
- (2) <u>Assumption</u>. 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.
- (3) Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor.
- (4) <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

- (5) <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (6) <u>Headings</u>. 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) <u>Interpretation</u>. 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 circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

METLIFE COMMERCIAL MORTGAGE ORIGINATOR, LLC, a Delaware limited liability company

By: MetLife Commercial Mortgage REIT, LLC, in its capacity as the sole Member of MetLife Commercial Mortgage Originator, LLC

Opposition of Cooperation of Coopera By: MetLife Commercial Mortgage Income Fund, LP, in its capacity as the sole Common Member of MetLife Commercial Mortgage REIT, LLC

By: MetLife Commercial Mortgage Income Fund GP, LLC, its general partner

James V. Brusco Managing Director

ACKNOWLEDGMEN'

STATE OF New Juny) ss.:

On the 19 day of _____ in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared Orono Vonco, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SUSAN J. NOVALIS

Notary Public State of New Jersey My Commission Expires Nov. 21, 2023 I.D.# 50094357

My Commission Expires:

ASSIGNEE:

MCMIF HOLDCO II, LLC, a Delaware limited liability company

By: MetLife Commercial Mortgage Originator, LLC, in its capacity as the sole Member of MCMIF Holdco II, LLC

By: MetLife Commercial Mortgage REIT, LLC, in its capacity as the sole Member of MetLife Commercial Mortgage Originator, LLC

Stopology Ox Coo. By: MetLife Commercial Mortgage Income Fund, LP, in its capacity as the sole Common Member of MetLife Commercial Mortgage REIT, LLC

By: MetLife Commercial Mortgage Income Fund GP, LLC, its general partner

Name: Title:

James V. Brusco **Managing Director**

ACKNOWLEDGMENT

STATE OF New Jung) ss.:
COUNTY OF M ()

On the 17 day of _____ in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared proces personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose rame is subscribed to the within instrument and acknowledged to me that he/she executed the same in it's/1-or capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

> SUSAN J. NOVALIS Notary Public State of New Jersey

My Commission Expires Nov. 21, 2023 1.D.# 50094357

My Commission Expires:

EXHIBIT A TO ASSIGNMENT OF SECURITY INSTRUMENT

LEGAL DESCRIPTION

LOT 1 IN AVIDOR GLENVIEW SUBDIVISION, BEING A RESUBDIVISION OF A PART OF SECTION 35, TOWNSHIP 42, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND WEST OF THE CENTER OF THE PUBLIC HIGHWAY. IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 2134422072.

ADDRESS: 65) Waukegan Road, Glenview, IL 60025 1-000t
Of Coot County Clarks Office

04-35-31+-051-0000 PIN(S):

EXHIBIT B TO ASSIGNMENT OF SECURITY INSTRUMENT

SCHEDULE OF SECURITY INSTRUMENTS

Mortgage, Security Agreement and Fixture Filing made by Borrower to Assignor, recorded on June 21, 2023 in the Official Records of Cook County as Document No. 2317213286.

Property of Cook County Clerk's Office