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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/21/2023 03:18 PM PG: 1 OF 8

THIS DOCUMENT PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Arnold & Porter Kaye Scholer LLP
250 W. 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.

(Space Above For Recording Use)

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

(Assignor)

in favor of

SM FINANCE WAREHOUSE LLC,
a Delaware limited liability company

(Assignee)

ASSIGNMENT OF
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Dated: As of September 13, 2023

Location: 1475, 1501 and 1515 East Woodfield Road
Schaumburg, Illinois 60173
County: Cook County, Illinois

FIDELITY NATIONAL TITLE

FCHI2300322LI

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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), made and entered into as of the 13th day of September, 2023 is made by Metropolitan Life Insurance Company, a New York corporation, having an address at 10 Park Avenue, Morristown, New Jersey 07960 ("Assignor"), in favor of SM FINANCE WAREHOUSE 1 LLC, a Delaware limited liability company, having an address at 450 Park Avenue, New York, New York 10022 ("Assignee").

WITNESSETH

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Master Repurchase Agreement dated as of October 10, 2014 (as amended, modified, waived, supplemented or restated from time to time, the "Repurchase Agreement"); and

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of March 15, 2017, executed by SCHAUMBURG CC OWNER LLC, a Delaware limited liability company, as maker, having its principal place of business at Glenstar SCC LLC, 55 E. Monroe Street, #3250, Chicago, Illinois 60603 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of SM Finance LLC in the maximum principal sum of up to SEVENTY SEVEN MILLION EIGHT HUNDRED FORTY AND NO/100 DOLLARS (\$77,840,000) (the "Note"); and

WHEREAS, the Note is secured, inter alia, by the Mortgage (as hereinafter defined); and

WHEREAS, subject to the terms of the Repurchase Agreement, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Mortgage.

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 permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on Exhibit B annexed hereto and made a part hereof relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") (collectively, the "Mortgage"), 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. 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 Mortgage required to be observed or performed by Assignor thereunder.

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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, except as expressly set forth herein. 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 Mortgage that remains outstanding 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 permitted 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.
9. Repurchase Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES HERETO AGREE THAT THIS ASSIGNMENT IS BEING UNDERTAKEN PURSUANT TO THE REPURCHASE AGREEMENT AND ACCORDINGLY THIS ASSIGNMENT, AND THE ASSIGNMENT OF THE MORTGAGE EVIDENCED HEREBY, IS SUBJECT IN ALL RESPECTS TO THE TERMS AND CONDITIONS OF THE REPURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, (A) THE RIGHTS AND OBLIGATIONS OF SM FINANCE WAREHOUSE I LLC, AS SELLER THEREUNDER, TO ADMINISTER THE LOAN EVIDENCED BY THE NOTE IN ACCORDANCE THEREWITH, (B) THE RESTRICTIONS AND MECHANICS OF THE ALLOCATION OF PROCEEDS OF THE LOAN EVIDENCED BY THE NOTE AMONG SM FINANCE WAREHOUSE I LLC, AS SELLER THEREUNDER AND METROPOLITAN LIFE INSURANCE

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COMPANY, AS BUYER THEREUNDER AND CERTAIN OTHER PARTIES SPECIFIED THEREIN, (C) THE RIGHTS OF SM FINANCE WAREHOUSE I LLC TO REQUIRE THE RETRANSFER OF THE MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF SM FINANCE WAREHOUSE I LLC, AS SELLER, TO REPURCHASE THE LOAN EVIDENCED BY THE NOTE, IN EACH CASE, IN ACCORDANCE WITH THE REPURCHASE PROVISIONS SET FORTH THEREIN, AND (D) THE LIMITATIONS ON SUBSEQUENT SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER ASSIGNMENT OF THE MORTGAGE AND THE LOAN EVIDENCED BY THE NOTE BY METROPOLITAN LIFE INSURANCE COMPANY, AS BUYER THEREUNDER; PROVIDED, THAT NOTHING CONTAINED IN THIS ASSIGNMENT SHALL AMEND OR OTHERWISE MODIFY THE TERMS OF THE REPURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT (AS DEFINED IN THE REPURCHASE AGREEMENT).

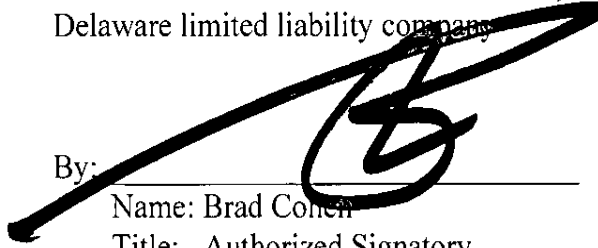
[SIGNATURE PAGE FOLLOWS]

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ASSIGNEE:

SM FINANCE WAREHOUSE I LLC, a Delaware limited liability company

By: _____



Name: Brad Cohen
Title: Authorized Signatory

§

ACKNOWLEDGMENT

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

I, Sha Sha Jiang, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Brad Cohen, the Authorized Signatory of SM FINANCE WAREHOUSE I LLC, a Delaware limited liability company, 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 (s)he signed and delivered the said instrument as her/his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 28 day of August, 2023.



Notary Public

My Commission Expires: _____

SHA SHA JIANG
Notary Public, State of New York
No. 01J16305069
Qualified in Queens County
Commission Expires July 17, 2026

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**EXHIBIT A
TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

LEGAL DESCRIPTION

The East 1/2 of the Southwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, excepting therefrom the following 5 tracts:

- 1) The East 25.00 feet thereof;
- 2) The North 67.00 feet thereof dedicated for Woodfield road per document number 20944554;
- 3) The West 70.00 feet thereof taken for Meacham Road;
- 4) that part thereof lying Southwesterly of the Northeasterly line of Higgins Road as monumented and occupied); and
- 5) that part conveyed to the Village of Schaumburg by warranty deed dated October 31, 2002 and recorded November 27, 2002 as document 0021315490

All in Cook County, Illinois.

c/k/a 1475, 1501 and 1515 East Woodfield Road, Schaumburg, IL 60173

PINs:

07-13-300-018-0000
07-13-300-019-0000
07-13-300-020-0000
07-13-300-021-0000
07-13-300-022-0000
07-13-300-023-0000
07-13-300-024-0000

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EXHIBIT B TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

SCHEDULE OF MORTGAGES

1. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Schaumburg CC Owner LLC, a Delaware limited liability company to SM Finance LLC, a Delaware limited liability company, dated March 15, 2017, recorded in Cook County, Illinois on March 17, 2017, as document number 1707616125.
2. Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by SM Finance LLC, a Delaware limited liability company to SM Finance Holdings LLC, a Delaware limited liability company, dated March 16, 2017, recorded in Cook County, Illinois on April 17, 2017, as document number 1710729106.
3. Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by SM Finance Holdings LLC to SM Finance Warehouse I LLC, a Delaware limited liability company, dated March 31, 2017, recorded in Cook County, Illinois on May 16, 2017, as document number 1713619031.
4. Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by SM Finance Warehouse I LLC, a Delaware limited liability company, to Metropolitan Life Insurance Company, dated March 31, 2017, recorded in Cook County, Illinois on May 23, 2017, as document number 1714345027.