Doc#. 2326533062 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 09/22/2023 09:56 AM Pg: 1 of 7

PREPARED HY:

COREVEST AMERICAN FINANCE DEPOSITOR LLC

c/o CoreVest Firance 4 Park Plaza, Suite 960 Irvine, CA 92614 Attn: Post Closing

UPON RECORDATION RETURN 10:

Wilmington Trust 2023-P1 Trust 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST AMERICAN FINANCE DEPOSITOP, LI.C,

a Delaware limited liability company

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2023-P1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of July 27, 2023

State: Illinois

County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the July 27, 2023, is made by COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2023-P1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated 25 July 14, 2023 executed by FOURTHGOLD INVESTMENT LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of COREVEST AMERICAN FINANCE LENDER LC, a Delaware limited liability company, predecessor-in-interest to Assignor, in the stated principal amount of ELEVEN MILLION THREE HUNDRED FIFTY THOUSAND and No/100 Delicas (\$11,350,000.00) (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 section 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 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, Security Agreement and Fixture Filing dated as of July 14, 2023, executed by Borrower for the benefit of COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company, as lender, and recorded on September 20, 2023 in Doc # 2326322037 in the Real Property Records of Cook County, Illinois (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

- 2. <u>Representations and Warranties of Assignor</u>. 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.
- 3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.
- 4. <u>Successors and Assigns</u>. In Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <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.
- 6. <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.
- 7. 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.

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

ASSIGNOR:

Property of County Clark's Office CoreVest American Finance Depositor, LLC,

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)			
County of Orange	ý			
	•			
	, before me, Katherine K			
who proved to me on the	oatis of satisfactory evid	ence to be the person	(s) whose name((s) is/are subscribed
to the within instrument				
authorized capacity(ies),			strument the per	son(s), or the entity
upon behalf of which the	person(3) acted, execute	the instrument.		
Y	NATEVALDED HIDA	1 4 1 64 6	D	
	NALTY OF PEPLURY	inder the laws of the S	state of Californi	ia that the foregoing
paragraph is true and con	ect.	,		
WITNESS my ho	and and official seal.			
WITHESS my no	ild alla Official Scal.			
		0.		KATHERINE KWOEN tary Public - California
			- \$ (*PX 2) (*S)	Orange County
		*/ Dx.	j	ommission # 2411343 mm. Expires Jul 23, 2026
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Signature			(Seal)
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SCHEDULE 1

Property List

APN	Address	City	State	Zip	County
	2621 S Princeton Ave Ground, 1N,				
	2N, 3N, 2623 S Princeton Ave				
	Ground, 2623 S Princeton Ave 1S,				
17-28-402-009	2S, 3S,	Chicago	IL	60616	Cook
	2907 S Union Ave 1F, 1R, 2F, 2R,				
17-28-320-003	3F, 3R	Chicago	IL	60616	Cook
17-33-114-035	3226 S Canal St 1F, 1R, 2F, 2R, 3226 S Canal St BSMT	Chicago	IL	60616	Cook
17-33-114-033	461 W 31st St 1F, 1R, 2F, 2R, 3F,	Cilicago	11.	00010	COOK
17-33-106-005	3R	Chicago	l IL	60616	Cook
	478 W 28 in St Unit 1, 1F, 2F, 3F,				
17-28-307-016	480 W 28tn st Unit 1F, 2, 2F, 3F	Chicago	IL	60616	Cook
	478 W 28th St Unit 1, 1F, 2F, 3F, 480 W 28th St Unit 1F, 2, 2F, 3F		2014		

EXHIBIT A

Legal Descriptions and PINS

LOT 29 AND 30 (EXCEPT THAT PART OF SAID LOT 30 LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT, 24 FEET WEST OF THE NORTHEAST CORNER THEREOF, TO A POINT IN THE EAST LINE OF SAID LOT, 16.5 FEET SOUTH OF THE NORTHEAST CORNER THEREOF) IN BLOCK 2 IN HODGE'S SUBDIVISION OF PARTS OF BLOCK 1 AND 9 AND ALL OF BLOCKS 2 AND 8 IN SHERMAN AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2621 S PRINCETON AVE., CHICAGO, IL 60616

APN: 17-28-402-009-000/

LOT 6 IN BLOCK 2 IN CRANE'S SUBDIVISION OF THE NORTH HALF OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 461 W 31ST 1.T. CHICAGO, IL 60616

APN: 17-33-106-005-0000

LOT 46 IN BLOCK 3 IN T.S. DOBBINS SUBDIVISION OF THE SOUTH THREE QUARTERS OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2907 S UNION AVE, CHICAGO, IL 63616

APN: 17-28-320-003-0000

LOT 38 IN SEAT AND SMITH'S SUBDIVISION OF THE SOUTH 1/2 OF BLCC* 5 (EXCEPT THE EAST 124.8 FEET THEREOF) IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3226 S CANAL ST, CHICAGO, IL 60616

APN: 17-33-114-035-0000

LOTS 16 AND 17 IN BLOCK 5 IN DAVID DAVIS SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 478 W 28TH ST., CHICAGO, IL 60616

APN: 17-28-307-016-0000

Exhibit A

Mortgage (Cook County, Illinois)