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Arnold & Porter
250 W. 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.



Doc# 2327022006 Fee \$61.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/27/2023 10:00 AM PG: 1 OF 6

Property of Cook County Clerk's Office

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

SM FINANCE LLC,
a Delaware limited liability company

(Assignor)

in favor of

SM FINANCE HOLDINGS LLC,
a Delaware limited liability company

(Assignee)

Dated: September 13, 2023

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

FIDELITY NATIONAL TITLE FCHI2306322LI

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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"), dated as of the 13th day of September, 2023, made by **SM FINANCE LLC**, a Delaware limited liability company, having an address at 350 Park Avenue, 15th Floor, New York, New York 10022 ("Assignor"), in favor of **SM FINANCE HOLDINGS LLC**, a Delaware limited liability company, having an address at 350 Park Avenue, 15th Floor, New York, New York 10022 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of September 13, 2023, executed by SCHAUMBURG PROPERTY OWNER LLC, a Delaware limited liability company, as maker, having its principal place of business at c/o Affinius Capital Management LLC, 350 Park Avenue, 15th Floor, New York, New York 10022 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the aggregated maximum principal amount of up to NINETY-FIVE MILLION SEVENTEEN THOUSAND SEVENTY-SIX AND NO/100 DOLLARS (\$95,017,076.00) (the "Note"); and

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

WHEREAS, Assignor hereby assigns to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Mortgage.

NOW, THEREFORE, for good and valuable consideration, Assignor hereby covenants the following:

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.

Representations and Warranties of Assignor. This Assignment is an absolute assignment. Assignor hereby warrants and represents to Assignee that, as of the date hereof:

- (a) Assignor holds all right, title and interest in the Mortgage; and

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

4. 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.

5. 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.

6. 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.

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.

[SIGNATURE PAGE FOLLOWS]

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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 57.00 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 PROPERTY OWNER LLC, a Delaware limited liability company, to SM FINANCE LLC, a Delaware limited liability company in the aggregated maximum principal amount of up to NINETY-FIVE MILLION SEVENTEEN THOUSAND SEVENTY-SIX AND NO/100 DOLLARS (\$95,017,076.00) dated as of September 13, 2023 and recorded on September 21, 2023 with the Recorder's Office, Cook County, Illinois as Document No. 2326445067.

Property of Cook County Clerk's Office