Doc#. 2327846115 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 10/05/2023 11:13 AM Pg: 1 of 6

PREPARED BY
FINANCE OF AMERICA MORTGAGE LLC
1 West Elm St. cet. 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 TRUSTEE FOR LWFT I TRUST 2020-1

State: Illinois

County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of Aug 29, 2023, 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 trustee for LWFT I Trust 2020-1 whose address is c/o Spurs Capital, LLC, 237 W. 35th St, Ste 1102, NY,NY 10001 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of 06/01/2022, executed by Rabboni Sherrod Smith, an Individual, ("Borrower"), and made payable to the order of Assignor in the stated principal amount of One Hundred Forty-Three Thousand Five Hundred Dollars and Zero Cents (\$143,500.00) (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. <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 and Security Agreement dated as of 06/01/2022, executed by Borrower for the benefit of Assignor, as lender, and recorded on <u>June 27</u>, 20<u>22</u> in the Real Property Records of Cook County, Illinois, as Document No. <u>2217847131</u> (the "Security Instrument"), in respect of the Premises.

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.

- 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:
 - 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.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties nereto and their respective successors and assigns.
- 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 me 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. Office

[SIGNATURE PAGE FOLLOWS]

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

Name: Stacy Loomis

Title: Authorized Signatory

Address:
1 West F
Conshol 11 West Elm Street, First Floor Conshohocken, PA 19428 A: Lee Attention: Legal Department

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Print Name:

My commission expires:

2-22-2025

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UNOFFICIAL COPY

EXHIBIT A

(Premises Description)

Legal Description: LOT 3 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE IN FIRST ADDITION TO FORESTDALE PARK, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE CENTER LINE OF MICHIGAN CITY ROAD OF THE SOUTH 827.6 FEET OF THE WAST 673.1 FEET OF THE EAST 1273.1 FEET OF THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID#: 30-17-413-014-0000

Property Street Address: 127 Detroit St., Calumet City, IL 60409