



Doc#: 1307229085 Fee: \$76.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/13/2013 03:42 PM Pg: 1 of 6

Accom. V,

**INSTRUMENT PREPARED BY:**

Davie E. Golden, Esq.  
Woodbridge Mortgage Investment Fund 1, LLC  
54 Hartford Turnpike  
Tolland, CT 06084

**After recording, return to:**

David E. Golden, Esq.  
Woodbridge Mortgage Investment Fund 1, LLC  
54 Hartford Turnpike  
Tolland, CT 06084

**Clerk, please cross reference with:**

Mortgage recorded in **Deed Book [Deed Book], Page**  
PIN: 16-11-214-006-0000

## COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment"), dated as of this 24th day of January, 2013, is made and given by **WOODBRIIDGE MORTGAGE INVESTMENT FUND 1, LLC**, a Delaware limited liability company ("Borrower"), Borrower having an address at 14225 Ventura Boulevard, Suite 100, Sherman Oaks, CA 91423, and in favor of **EQUITY TRUST COMPANY CUSTODIAN FBO BERTA ARNOLD IRA** of 1101 Wooded Acres, Suite 120, Waco, TX 76710, and its heirs, successors and assigns ("Lender").

### **Background:**

Lender has agreed to make, and Borrower has agreed to accept, a loan in the original maximum principal amount of Ninety-Seven Thousand Four Hundred and No/100 Dollars (\$97,400.00) (the "Loan") upon the terms and conditions set forth in that certain Promissory Note, dated of even date herewith, in the original principal amount of Ninety-Seven Thousand Four Hundred and No/100 Dollars (\$97,400.00) made by Borrower and payable to Lender (as the same may be amended or modified from time to time, the "Note").

As a condition to making the Loan, Lender has required Borrower to assign to Lender, as additional security for the Loan, all of Borrower's right, title and interest in and to the promissory notes, security instruments and other loan documents conveyed by Lender to Borrower pursuant to the terms and conditions of the Contract (as defined in the Loan Agreement), including without limiting the generality of the foregoing, all rights to receive payments under such collateral.

### **Statement of Agreement**

**NOW, THEREFORE**, for valuable consideration, separate and distinct from the consideration given by Lender with respect to the Loan, the receipt and adequacy of which are hereby acknowledged, Borrower agrees as follows:

1. **Recitals.** The Recitals are incorporated herein by this reference.
2. **Assignment.** As security for the performance of all obligations of Borrower to Lender under the Note, the Loan Agreement, and all other documents now or hereafter evidencing, securing or related to the Loan (the "Loan Documents"), Borrower hereby assigns and transfers to Lender all of its right, title and interest in and to the following collateral (the "Collateral");

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2.1.1. All right, title, interest, claims or rights of Borrower now or hereafter in and to the notes, deeds to secure debt, security instruments, guaranties and other loan documents (collectively the "Underlying Documents") described on Exhibit "A" attached hereto and incorporated herein by this reference; and

2.1.2. Any and all proceeds of a casualty or condemnation, repayment of loans, proceeds of foreclosure sales, and payments of any kind or nature whatsoever, now or hereafter distributable or payable to Borrower by reason of Borrower's ownership of the Underlying Documents; and

2.1.3. All accounts, contract rights, security entitlements, investment property and general intangibles now or hereafter evidencing, arising from or relating to any of the foregoing; and

2.1.4. All right of Borrower to collect and enforce payments pursuant to the terms of the Underlying Documents; and

2.1.5. All documents, writings, leases, books, files, records, computer tapes, programs, ledger books and ledger pages arising from or used in connection with any of the foregoing; and

2.1.6. All renewals, extensions, additions, substitutions or replacements of any of the foregoing; and

2.1.7. All powers, options, rights, privileges and immunities pertaining to any of the foregoing; and

2.1.8. All proceeds of any of the foregoing and all cash, security or other property distributed on account of any of the foregoing.

3. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) Borrower is and will be the true owner of the interests under the Underlying Documents; (b) Borrower has not assigned or granted a security interest in the Collateral to any person or entity other than Lender; (c) to Borrower's knowledge, (i) Borrower's interest in the Collateral is not and will not be subject to any claims, setoffs, encumbrances or deductions, and (ii) the Loan Documents constitute and will constitute valid and binding obligations of Borrower.

4. **No Assumption by Lender and Covenants of Borrower.** Neither this Assignment nor any action or actions on the part of Lender after the date hereof shall constitute an assumption by Lender of any obligations under the Underlying Documents, and Borrower shall continue to be liable for all obligations thereunder arising after the date hereof. Borrower agrees to punctually perform any and all obligations it may have under the Underlying Documents, to take such steps as may deem necessary or appropriate to secure performance by the obligor(s) and guarantor(s) of the Underlying Documents thereon of all of its obligations under the applicable Underlying Documents.

5. **Benefits Conditionally Retained by Borrower.** Lender hereby grants Borrower the right to continue to receive the benefits of, and exercise the rights under, the Underlying Documents unless an Event of Default exists, in which event such rights may be revoked at any time thereafter at the option of Lender.

6. **Action by Lender Following Event of Default.** Lender shall have the right, but not an obligation, at any time while an Event of Default exists, without notice and without taking possession of the Project or any part thereof, to take in Lender's name or in the name of Borrower such action as Lender may, at any time or from time to time, reasonably determine to be necessary to cure any default under the

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Underlying Documents or to protect or exercise the rights of Borrower or Lender thereunder, and may otherwise exercise any other rights or remedies Lender has under the Loan Documents. Lender shall incur no liability if any action taken by it or on its behalf pursuant to this Assignment shall prove to be in whole or in part inadequate or invalid; and Borrower hereby agrees to indemnify, defend, and hold Lender free and harmless from and against any loss, costs, liability or reasonable expense (including, without limitation, reasonable attorneys' and accountants' fees and expenses, court costs and investigation expenses) actually incurred by Lender in connection with its actions under this Section 6.

7. **Power of Attorney.** Borrower hereby irrevocably constitutes and appoints Lender as its true and lawful agent and attorney-in-fact, with full power of substitution, to demand, receive and enforce all rights of Borrower under the Underlying Documents, following the occurrence and during the continuance of an Event of Default, to modify, supplement and terminate the Underlying Documents, to transfer the Underlying Documents to Lender, to give appropriate releases, receipts for or on behalf of Borrower in connection with the Underlying Documents, to file, pursue, receive payment and acquittances for or otherwise compromise each and every claim Borrower has or may have against the obligor(s) and guarantor(s) of the Underlying Documents for payment or otherwise under the Underlying Documents, all in the name, place and stead of Borrower or in Lender's name, with the same force and effect as Borrower could have if this Assignment had not been made. Borrower authorizes any third party to rely exclusively on the certificate of an officer of Lender or its successor for the establishment of an Event of Default and hereby waives and releases any claim Borrower may have against such third party for such reliance. Borrower hereby agrees to deliver to Lender, upon Lender's written demand and after the occurrence and during the continuance of an Event of Default, all instruments and documents as Lender may reasonably require in order to permit Lender's succession to the right, title and interest of Borrower in and to the Underlying Documents as provided herein. Borrower appoints Lender as its attorney-in-fact to execute any and all such documents on Borrower's behalf upon any failure of Borrower to so execute such documents, it is hereby recognized that the power of attorney herein granted is coupled with an interest and is irrevocable. At Lender's option, Lender may record this Assignment in the recording office. By acceptance of this Assignment, Lender agrees that it shall not exercise the power of attorney granted herein unless there shall have occurred and be continuing an Event of Default.

8. **Binding Effect,** This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns, including without limitation any purchaser upon foreclosure of the lien and security interests created by the Underlying Documents or under a deed in lieu of such foreclosure and any receiver in possession of the Project. Lender may reassign its right, title and interest in and to the Underlying Documents, in whole or in part, to any Person succeeding to the interest of Borrower or Lender in the Loan, in the Lender's sole discretion without any requirement for consent by Borrower or any other party, and any such reassignment shall be valid and binding upon Borrower as fully as if Borrower had expressly approved the same. Lender agrees that it will notify Borrower of any reassignment made by Lender.

9. **No Release or Termination,** The taking of this Assignment by Lender shall not affect the release of any other collateral now or hereafter held by Lender as security for the obligations of Borrower under the Loan Documents, nor shall the taking of additional security for any such obligations hereafter effect a release or termination of this Assignment, or any terms or provisions hereof.

10. **No Waiver.** No failure or delay on the part of Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder are cumulative and may be exercised by Lender either independently of or concurrently with any other right, remedy or power contained herein or in any instrument executed in connection with the Loan Agreement.

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11. **Captions.** The section titles or captions contained in this Assignment are for convenience only and shall not be deemed to define, limit or otherwise modify the scope or intent of this Assignment.

12. **Variation in Pronouns.** All the terms and words used in this Assignment, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Assignment or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. **Notices.** Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be given in the manner required by the Loan Agreement.

14. **Event of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Assignment:

- (a) An Event of Default shall have occurred under the Note or any of the other Loan Documents beyond applicable notice and cure periods; or
- (b) Borrower shall be in default beyond notice and cure periods, if any, under one or more of the Underlying Documents.

15. **Successors and Assigns.** This Assignment shall be binding upon Borrower and its successors and assigns, but may not be assigned or transferred, in whole or in part, by Borrower and any purported assignment by Borrower of this Assignment shall be void and of no force or effect. This Assignment shall inure to the benefit of Lender and Lender's successors and assigns, including, without limitation, any holder of the Note, any participant in the Loan, and any affiliate of Lender or any participant in the Loan.

16. **Governing Law.** Borrower hereby acknowledges, consents and agrees this Assignment and the rights of all parties mentioned herein shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the Borrower, acting by its duly authorized officer, has signed, sealed and delivered this Assignment on the date above written.

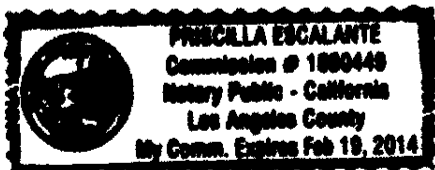
Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

My Commission Expires: Feb 19, 2014

(Notary Seal)



ASSIGNOR:

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 1, LLC**

By: \_\_\_\_\_ (Seal)

Its Authorized Representative

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## EXHIBIT A

1. A certain Mortgage from University Properties, Inc. dated November 8, 2012 in favor of Borrower, encumbering certain real and personal property described therein.
2. A certain promissory note in the principal amount of Ninety-Seven Thousand Five Hundred Dollars (\$97,500) dated November 8, 2012, made by University Properties, Inc. and payable to the order of Borrower.

Property of Cook County Clerk's Office

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PROPERTY ADDRESS, LEGAL DESCRIPTION AND TAX PARCEL #: 16-11-214-006-0000

Property Address: 643 North Spaulding Chicago, IL 60624

Legal Description:

LOT 1 IN THE RESUBDIVISION OF LOTS 13 TO 18 INCLUSIVE IN BLOCK 4 IN RUST AND GILLCHRIST  
SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST  
¼ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Commonly known as 643 N. Spaulding, Chicago, Illinois 60624  
PIN# 16-11-214-006-0000

Property of Cook County Clerk's Office