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Doc#: 1317057386 fee: \$94.00  
Date: 06/19/2013 12:02 PM Pg. 1 of 8  
Cook County Recorder of Deeds  
\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

**RECORDING REQUESTED BY**

1117 Fry, LLC  
3330 Skokie Valley Road, Suite 301  
Highland Park, IL 60035

**AND WHEN RECORDED MAIL TO**

1117 Fry, LLC  
3330 Skokie Valley Road, Suite 301  
Highland Park, IL 60035

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

**TITLE OF DOCUMENT:**

**Assignment of Mortgage/Deed of Trust, Security Agreement,  
Assignment of Leases and Rents and Fixture Filing and Other Loan  
Documents**

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ASSIGNMENT OF MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF DEED TO SECURE DEBT, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS (the "Assignment") is made by ColFin Bulls B Finance Sub, LLC ("Assignor"), to and in favor of 1117 Fry, LLC, an Illinois limited liability company ("Assignee"), whose mailing address is 3330 Skokie Valley Rd, Ste 301 Highland Park, IL 60035.

### RECITALS:

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and delivered by Bloomingdale Kaiser Building, LLC (the "Borrower") which Promissory Notes are secured by that certain mortgage (the "Security Deed") recorded as doc number 0619270132 in Cook County records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on Schedule "A" attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Security Deed, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents".

### AGREEMENT:

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loans; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loans; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Note and Security Deed and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, except as specifically set forth in that certain Loan Sale Agreement, dated as of April 1, 2013, by and between Assignor and Assignee. Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Security Deed and has the right to assign same to Assignee.

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This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 14th day of June, 2013 (the "Effective Date").

Signed, sealed and delivered

ASSIGNOR:

In the presence of:

ColFin Bulls B Finance Sub LLC

Witness

By:

Name:

Title:

Mark M. Hedstrom  
Vice President

6/4/13

Notary Public

My commission expires: \_\_\_\_\_

[NOTARY SEAL]

Signed, sealed and delivered

ASSIGNEE:

In the presence of:

Witness

Witness

Notary Public

My commission expires: 9/24/16

[NOTARY SEAL]



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## ACKNOWLEDGMENT

State of California  
County of Los Angeles

On June 5, 2013 before me, Elizabeth Ashley Palumbo, Notary Public, personally appeared Mark M. Hedstrom, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *E. Palumbo* (Seal)

Notary Public - Cook County Clerk's Office

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## SCHEDULE "A"

The Mortgage File for the Loan will contain all of the following documents to the extent in Seller's possession or control:

1. Note.
  - a. The original Note, bearing all intervening endorsements (either on the face thereof or pursuant to a separate allonge).
  - b. If the original Note is not included therein, then a lost note affidavit, with a copy of the Note attached thereto.
2. Mortgage.
  - a. The original Mortgage, or copy thereof, with evidence of recording thereon.
3. Modifications
  - a. The originals or copies of all material modification, consolidation or extension agreements, if any, with evidence of recording thereon, if applicable.
  - b. The originals or copies of all assumption agreements, if any.
4. Assignments.
  - a. Originals or copies of all intervening assignments of Mortgage, if any, with evidence of recording thereon.
5. Separate Assignment of Leases. If the related Assignment of Leases is separate from the Mortgage:
  - a. The original version, or copy thereof, of such Assignment of Leases, with evidence of recording thereon.
  - b. An original or a copy of each assignment of such Assignment of Leases with evidence of recording thereon and showing a complete recorded chain of assignment from the named assignee to the holder of record.
6. Mortgagee Title Insurance Policy.
  - a. The original or a copy of the related title insurance policy.
  - b. In the event such original or copy is unavailable, an original or a copy of a proforma policy, binder, title commitment or preliminary title report.
7. UCC Financing Statements. The original or a copy of each UCC financing statement (together with any changes or amendments thereto) executed and delivered in connection with the Loan.
8. Ground Leases. Copies of ground leases related to the Loan where Borrower is the lessee under such lease and there is a lien in favor of Seller in such lease.
9. Guarantees. The original or a copy of each guaranty, if any, constituting additional security for the repayment of the Loan.

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, MORE FULLY DESCRIBED AS:

PARCEL A:

SUB-PARCEL A1:

THE SOUTH 165.78 FEET OF LOT 4 (EXCEPT THE WEST 350 FEET) IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNERS DIVISION IN THE SOUTH EAST 1 /4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF DATED DECEMBER 26, 1924 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JANUARY 8, 1925 AS DOCUMENT 8732302 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS JANUARY 9, 1925 AS DOCUMENT LR241222;

ALSO

SUB-PARCEL A2:

THAT PART OF THE SOUTH 165.78 FEET OF LOT 2 LYING EAST OF THE EAST LINE OF LOT 4 AND WEST OF THE CENTER LINE OF A 50 FOOT PRIVATE STREET BEING DRAWN PARALLEL WITH AND 932.24 FEET EAST OF THE WEST LINE OF SAID LOT 4 IN KEENEY'S INDUSTRIAL DISTRICT AFORESAID;

PARCEL B:

THE SOUTH 165.78 FEET OF THE WEST 337 FEET OF LOT 4 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNERS DIVISION IN THE SOUTH EAST 1 /4 OF SECTION 32, TOWNSHIP 40 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF MADE UNDER DATE OF DECEMBER 26, 1924, BY CHICAGO GUARANTEE

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## EXHIBIT A (continued)

### PARCEL E:

THAT PART OF LOTS 2, 3 AND 4 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTH EAST 1 / 4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF LOT 4, IN SAID KEENEY INDUSTRIAL DISTRICT, BEING THE EAST LINE OF NORTH MONITOR AVENUE, 183.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4; THENCE NORTH ALONG THE EAST LINE OF NORTH MONITOR AVENUE, A DISTANCE OF 160 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 143.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 450.99 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE LAND CONVEYED TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED OCTOBER 4, 1932 AND RECORDED NOVEMBER 9, 1932, AS DOCUMENT 11162537 AND FILED DECEMBER 27, 1932 AS DOCUMENT LR599299; THENCE SOUTH EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEYED SOUTH WESTERLY AND HAVING A RADIUS OF 487.60 FEET, A DISTANCE OF 297.58 FEET (ARC), TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 183.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, BEING THE NORTH LINE OF RIGHT OF WAY CONVEYED TO THE TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED AUGUST 2, 1940 AND FILED JUNE 5, 1941 AS DOCUMENT LR 899490; THENCE WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 694.98 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PPN:	13-32-400-023-0000	(Parcel #1)
	13-32-400-025-0000	(Parcel #2)
	13-32-400-030-0000	(Parcel #3)
	13-32-400-036-0000	(Parcel #4)

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EXHIBIT A  
(continued)

BLOOMINGDALE KAISER BUILDING L.L.C.

5700 - 5800 BLOOMINGDALE AVENUE, CHICAGO IL 60639

Loan Reference Number : 123007782 N-104/CP-251

First American Order No: 46738333

Identifier:



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