

After recording return to:

Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue, Suite 4100
Dallas, TX 75201-4624
Attention: Stuart Graves

MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

This MORTGAGE AND LOAN DOCUMENT ASSIGNMENT (this "**Assignment**") is dated to be effective as of August 12, 2014 (the "**Effective Date**") from **Bank of America, N.A.**, a national banking association, having an address of 214 North Tryon Street, Charlotte, NC 28255 ("**Assignor**"), to **ColFin BAM Funding, LLC**, a Delaware limited liability company, having an address of 2450 Broadway, 6th Floor, Santa Monica, CA 90404 (together with its successors and assigns, "**Assignee**").

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement dated as of August 7, 2014 (the "**Purchase Agreement**") by and among Assignor and Colony Capital Acquisitions, LLC, a Delaware limited liability company ("**Original Assignee**"), which Original Assignee assigned the Purchase Agreement to Assignee pursuant to that certain Assignment and Assumption of Asset Purchase Agreement dated as of August 8, 2014. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby, through its duly appointed and authorized officers or representatives, sell, transfer, assign, deliver, set over and convey to Assignee the following:

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1. That certain Multifamily Note dated 8/17/2005 executed by Carolyn R. Creamer ("**Borrower**"), in favor of LaSalle Bank National Association ("**Original Lender**") evidencing a loan (the "**Loan**") in the original principal amount of \$130,000 (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Note**");

2. That certain Mortgage dated as of 8/17/2005, executed by Carolyn R. Creamer, as mortgagor, for the benefit of LaSalle Bank National Association, and recorded as Document No. 0524934068 of the Official Records of Cook County, State of IL, covering that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein, which Mortgage was assigned to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of LaSalle Commercial Mortgage Securities, Inc. 2005-MF1, Commercial Mortgage Pass-Through Certificates, Series 2005-MF1 pursuant to that certain instrument as Document No. 0605556020 of the Official Records of Cook County, State of IL, and which Mortgage was subsequently assigned to Assignor pursuant to that certain instrument recorded as Document No. 1321457321 of the Official Records of Cook County, State of IL (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Mortgage**"); and

3. All other documents and instruments evidencing, securing or otherwise related to the Loan, but excluding the Excluded Documents (together with the Note and the Mortgage and as the same have been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Loan Documents**").

TO HAVE AND TO HOLD unto Assignee, forever, the Loan Documents, together with all and singular the rights, titles, interests, privileges, liens, entitlements, claims, demands and equities as to which the Assignor hereunder possesses or to which the Assignor is otherwise entitled in connection therewith, except with respect to Assignor's continuing rights under any Environmental Indemnity Agreement.

Assignee hereby assumes all obligations of Assignor under all of the Loan Documents, including, without limitation the Note and the Mortgage, accruing from and after the date hereof (other than the Excluded Liabilities).

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long as any representation or warranty specifically set forth in the Purchase Agreement survives the Closing Date. The Loan Documents are being assigned by Assignor and assumed by Assignee "AS-IS", "WHERE IS", and "WITH ALL FAULTS". Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in the Purchase Agreement.


[The remainder of this page intentionally left blank. Signature page to follow.]

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IN WITNESS WHEREOF, this Mortgage and Loan Document Assignment has been executed on the date of the acknowledgement below to be effective as of the Effective Date.

ASSIGNOR:

BANK OF AMERICA, N.A.,
a national banking association

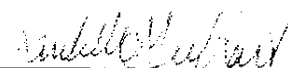
By: 

Steven Wasser, Managing Director

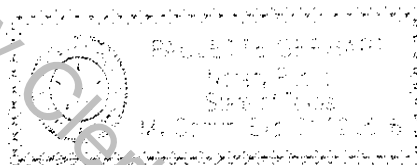
STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on August 11, 2014, by Steven Wasser, Managing Director, Bank of America, N.A., a national banking association, on behalf of such national banking association.



Notary Public, State of Texas



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EXHIBIT A

Legal Description:

LOT 5 (EXCEPT THE NORTH 25 FEET 3 INCHES THEREOF), LOT 6 AND LOT 7 (EXCEPT THE SOUTH 35 FEET OF SAID LOT 7) IN VANDERSIYDE AND TON'S SUBDIVISION OF THAT PART OF LOTS 18 AND 19 IN ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THORNTON ROAD, IN COOK COUNTY, ILLINOIS.

Property Address: 11012 So Indiana, Chicago, IL 60628
PI # 25-15-323-038

Property of Cook County Clerk's Office