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Doc#: 1434356047 fee: \$56.00
Date: 12/09/2014 03:52 AM Pg: 1 of 5
Cook County Recorder of Deeds
*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Name Christopher J. Goluba
Street 399 Wall Street, Unit H
Address
City & State Glendale Heights IL
Zip 60139

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessors Parcel Number: 07-07-300-047-0000

TRA:

Assignment of Mortgage

TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(\$3.00 ADDITIONAL RECORDING FEE APPLIES)

UNOFFICIAL COPY**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 HPH Fund I D15, LLC, a Florida limited liability company, ("Assignor"), to and in favor of _BMKTV Enterprises, LLC, an Illinois limited liability company ("Assignee"), whose mailing address is 399 Wall Street, Unit H, Glendale Heights, Illinois 60139.

R E C I T A L S:

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 Golf Barrington, LLC and Branko Tujanac (the "Borrower") which Promissory Note is secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Security Deed") recorded in the Cook County Recorder of Deeds, Document #1424818054 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".

A G R E E M E N T:

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 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 November 19, 2014, 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 4th day of December, 2014 (the "Effective Date").

Signed, sealed and delivered

ASSIGNOR:

In the presence of:

[Signature]
Witness

HPH Fund I D15, LLC, a Florida limited liability company, by HPH Capital Management, LLC, a Delaware limited liability company, its Manager

Marlene Garcia
Notary Public

By: [Signature]
Name: Alzendo Garcia
Title: Vice President

My commission expires:



[NOTARY SEAL]

Signed, sealed and delivered

ASSIGNEE:

In the presence of:

Witness

B) IKTV Enterprises, LLC, an Illinois limited liability company

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____

[NOTARY SEAL]

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Signed, sealed and delivered

ASSIGNOR:

In the presence of:

HPH Fund I D15, LLC, a Florida limited liability company, by HPH Capital Management, LLC, a Delaware limited liability company, its Manager

Witness

By: _____

Notary Public

Name: _____

Title: _____

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered

ASSIGNEE:

In the presence of:

BMKTV Enterprises, LLC, an Illinois limited liability company

Witness

By: _____

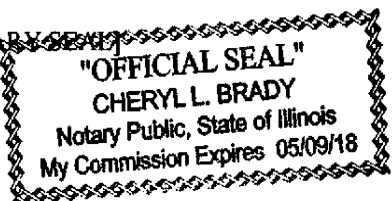
Notary Public

Name: Gres Livins

Title: Manager

My commission expires: 5/9/2018

[NOTARY SEAL]



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EXHIBIT "A"

PARCEL 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT NO. 4 IN PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BEING THE SAME TRACT OF LAND DESCRIBED IN DEED FROM SHELL OIL COMPANY TO EQUILON ENTERPRISES LLC RECORDED AS DOCUMENT NO. 98601800 (TRACT 114).

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF CONSOLIDATION RECORDED AS DOCUMENT NO. 98396417 OVER AND ACROSS PORTIONS OF LOT 3 AND OUTLOT A IN SHELL OIL COMPANY'S CONSOLIDATED PLAT NO. 4 IN PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Account Number: 07-07-300-047-0000

Commonly known as: 2590 W. Golf Road, Hoffman Estates, Illinois 60169

Property of Cook County Clerk's Office