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Doc#: 1511135062 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/21/2015 02:14 PM Pg: 1 of 10

After recording return to:

Codilis & Associates
15W030 N. Frontage Rd.
Burr Ridge IL 60527

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE OR OTHER SECURITY AGREEMENT

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, RES-IL ONE, LLC, a Florida limited liability company ("**Seller**"), whose mailing address is 700 NW 107th Avenue, Suite 200, Miami FL 33172, does, through its duly appointed and authorized officers, bargain, sell, give, grant, convey, transfer, set over and assign to **GCAT Management Services LLC, Series 2014-8 a Delaware series limited liability company**, its successors and assigns ("**Buyer**"), whose mailing address is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, DE 19801, all of Seller's rights, title and interest in, to and under those instruments described on **Exhibit A** attached hereto, as the same may have been renewed, assigned, amended, supplemented, restated or modified.

The foregoing assignment is made WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, express or implied, except as set forth in, but subject to the limitations of, that certain Loan Sale Agreement between Seller and Buyer, dated August 6, 2014.

[Signature on Following Page]

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IN WITNESS WHEREOF, said Seller has executed this Assignment effective as of the 1st day of December, 2014.

SELLER:

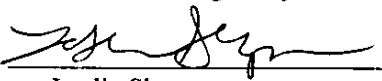
RES-IL ONE, LLC, a Florida limited liability company

By: **MULTIBANK 2009-1 RES-ADC VENTURE, LLC**, a Delaware limited liability company, its Sole Member

By: **RL RES 2009-1 INVESTMENTS, LLC**, its Manager

By: **RIALTO CAPITAL ADVISORS, LLC**, its attorney-in-fact

By: 
Name: **Jonathan Levy**
Title: **Authorized Signatory**

By: 
Name: **Leslie Sharpe**
Title: **Authorized Signatory**

Property of Cook County Clerk's Office


ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

Before me, Ninette Minguez, a notary public in and for said County and State, on this 1st day of December, 2014, personally appeared Jonathan Levy and Leslie Sharpe, each in his/her capacity as an Authorized Signatory of Rialto Capital Advisors, LLC, whose address is 790 NW 107th Avenue, Suite 400, Miami, FL 33172, personally known to me (or 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 they executed the same in their authorized capacities, that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of Seller, for the uses and purposes therein set forth.



Ninette Minguez
COMMISSION # FF158743
EXPIRES: Sept 10, 2016
www.AARONOTARY.COM


Ninette Minguez, Notary Public

[SEAL]

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**EXHIBIT A TO
ASSIGNMENT OF MORTGAGE OR OTHER SECURITY AGREEMENT**

[ALL RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY FOR ILLINOIS]

1. MORTGAGE AND SECURITY AGREEMENT, RECORDED AS INSTRUMENT #0724005044
2. ASSIGNMENT OF REAL ESTATE MORTGAGE, RECORDED AS INSTRUMENT #1010915015
3. ASSIGNMENT OF REAL ESTATE MORTGAGE, RECORDED AS INSTRUMENT #1218544081

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Limited Power of Attorney

RES-IL ONE, LLC (the "Seller") hereby delivers this Limited Power of Attorney to appoint GCAT Management Services LLC, Series 2014-8 (the "Purchaser"), as its true and lawful attorney-in-fact to act in the name, place and stead of the Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Loan Sale Agreement, entered into effective as of August 6, 2014, among MULTIBANK 2009-1 RES-ADC VENTURE, LLC, a Delaware limited liability company, as the Seller Representative, and GCAT Management Services LLC, Series 2014-8 a Delaware series limited liability company (the "Agreement"), to which reference is made for the definition of all capitalized terms herein.

Now therefore, in consideration of the mutual promises, obligations and covenants contained herein and in the Agreement and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller does hereby make, constitute and appoint the Purchaser the true and lawful attorney-in-fact of the Seller and in the Seller's name, place and stead with respect to each loan that was sold by the Seller to the Purchaser pursuant to the Agreement (each, a "Loan") for the following, and only the following, purposes:

- (i) to endorse and/or assign checks or negotiable instruments received by the Seller as a payment on such Loan.
- (ii) to execute or file any documents necessary and appropriate to substitute Seller in its capacity as the creditor or foreclosing party in a bankruptcy or foreclosure proceeding that constitutes Litigation in respect of any of the Loans.
- (iii) to execute, acknowledge, seal and deliver with respect to a Loan or the related Mortgaged Property (a) endorsements to deed of trusts, notes, or security instruments; (b) assignments of deed of trust, mortgage, security instrument, or other recorded documents; (c) satisfactions, releases, or reconveyances of any deed of trust, mortgage, or security instrument; (d) tax authority notifications and declarations; (e) deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.

The Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that the Purchaser, acting in its capacity as the attorney-in-fact, may lawfully perform in exercising those powers by virtue hereof.

Any and all third parties dealing with the Purchaser as the Seller's attorney-in-fact may rely without actual notice on the authority of the Purchaser and need not make any inquiry about whether the Purchaser is acting pursuant to the Agreement. A third party may rely upon a written statement by the Purchaser that any particular Loan or related Mortgaged Property in question is subject to and included under this Limited Power of Attorney or the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York.

This Limited Power of Attorney shall continue in full force and effect until all of the Loans have

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been assigned in to the Purchaser.

Nothing herein shall be deemed to amend or modify the Agreement or the respective rights, duties and obligations of the Seller or the Purchaser under the Agreement, and nothing herein shall constitute a waiver or any rights or remedies thereunder.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Seller has executed this Limited Power of Attorney this 1st day of December, 2014.


RES-IL ONE, LLC, a Florida limited liability company

By: **MULTIBANK 2009-1 RES-ADC VENTURE, LLC**, a Delaware limited liability company, its Sole Member

By: **RL RES 2009-1 INVESTMENTS, LLC**, its Manager

By: **RIALTO CAPITAL ADVISORS, LLC**, its attorney-in-fact

By: 
Name: Jonathan Levy
Title: Authorized Signatory

By: 
Name: Leslie Sharpe
Title: Authorized Signatory

Property of Cook County Notary Public's Office

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

On this 1st day of December, 2014, before me, Ninette Minguéz, a notary public for and within the said county, personally appeared, Jonathan Levy and Leslie Sharpe, each in his/her capacity as an Authorized Signatory of Rialto Capital Advisors, LLC, whose address is 790 NW 107th Avenue, Suite 400, Miami, FL 33172, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

By: 
Ninette Minguéz, Notary Public



Ninette Minguéz
COMMISSION # FF158743
EXPIRES: Sept 10, 2018
WWW.AARONNOTARY.COM

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BILL OF SALE AND ASSIGNMENT AGREEMENT

RES-IL ONE, LLC, a Florida limited liability company (the "Seller"), for value received and pursuant to the terms and conditions of that certain Loan Sale Agreement August 6, 2014 (the "Loan Sale Agreement") between Seller and Buyer, does sell, assign, transfer and convey to GCAT Management Services LLC, Series 2014-8 a Delaware series limited liability company (the "Buyer"), its heirs, administrators, representatives, successors and assigns, all rights, title and interests of Seller, as of the Effective Date, in, to and under the Loan or Loans described on Exhibit A attached hereto, the Loan Documents described on Exhibit B attached hereto and the Review Files relating to such Loan(s). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Sale Agreement.

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED, IMPLIED OR IMPOSED BY LAW, EXCEPT AS PROVIDED IN THE LOAN SALE AGREEMENT.


Effective as of the 1st day of December, 2014.

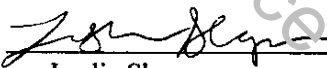
RES-IL ONE, LLC, a Florida limited liability company

By: MULTIBANK 2009-1 RES-ADC VENTURE, LLC, a Delaware limited liability company, its Sole Member

By: RL RES 2009-1 INVESTMENTS, LLC, its Manager

By: RIALTO CAPITAL ADVISORS, LLC, its attorney-in-fact

By: 
Name: Jonathan Levy
Title: Authorized Signatory

By: 
Name: Leslie Sharpe
Title: Authorized Signatory

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**EXHIBIT A
TO
BILL OF SALE AND ASSIGNMENT AGREEMENT**

Loan by Omni National Bank to Jemal King, dated August 14, 2007, in the amount of \$256,500.00.

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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**EXHIBIT B
TO
BILL OF SALE AND ASSIGNMENT AGREEMENT**

LOAN DOCUMENTS

1. Commercial Promissory Note (Interest Only)
2. Master Security Agreement
3. Mortgage and Security Agreement
4. Assignment of Real Estate Mortgage, executed March 1, 2010
5. Allonge, dated June 27, 2012
6. Allonge, dated February 9, 2010
7. Omnibus Assignment, dated February 9, 2010
8. Omnibus Assignment, dated June 27, 2012

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Mortgage dated 8/14/2007 executed by Jemal King

Property Address: 1055 W. 80th Street, Chicago, IL 60620

PIN: 20-32-210-001-0000

LEGAL:

THE NORTH 30 FEET OF LOT 1 IN BRANSFIELD AND MCFARLAND RESUBDIVISION OF LOTS 25 TO 48 INCLUSIVE IN THE SUBDIVISION OF BLOCK 7 IN HIGHRIDGE ADDITION TO AUBURN, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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