## **UNOFFICIAL COPY**



Doc#: 1515615050 Fee; \$66.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 06/05/2015 02:12 PM Pg: 1 of 10

PREPARED BY:

Karen J. Wade Alston & Bird LLP 2828 N. Harwood Suite 1800 Dallas, TX 75201

### UPON RECORDATION RETURN TO:

Jamie Wunder OS National, ILC 2170 Satellite Blvd, Suite 450 Duluth, GA 30097

## ASSIGNMENT OF SECURITY INSTRUMENT

B2R FINANCE D.P., a Delaware limited partnership

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, FOR THE PENEFIT OF THE HOLDERS OF B2R MORTGAGE TRUST 2015-1 MORTGAGE PASS THROUGH **CERTIFICATES** 

Dated: As of April 22, 2015

State: IL

County: Cook

1515615050 Page: 2 of 10

## **UNOFFICIAL COPY**

### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 22nd day of April, 2015, is made by **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor" and/or "B2R"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION, FOR THE BENEFIT OF THE HOLDERS OF B2R MORTGACE TRUST 2015-1 MORTGAGE PASS-THROUGH CERTIFICATES**, having an address at 1100 North Market Street, Wilmington, Delaware 19890, Attention: B2R 2015-1 ("Assignee").

#### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of September 29, 2014, executed by Springview Investments II IL I LLC, a Delaware Limited Liability Company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of Two Million Eight Hundred Twenty Thousand Dollars (\$2,820,000.00) (the "Note") is connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assign assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignee, in and to the following described instruments, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 29, 2014, executed by Borrower for the benefit of B2R, as lender, and recorded on October 1, 2014 in the Real Property Records of Cook County, IL, as Document No. 1427429117 (the "Security Instrument"), in respect of the Premises.

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) -- Page 1

Loan No.: 30293827

1515615050 Page: 3 of 10

## **UNOFFICIAL COPY**

That certain Assignment of Security Instrument dated as of September 29, 2014 from B2R to B2R Repo Seller 1 L.P., as assignee, and on October 1, 2014 in the Real Property Records of Cook County, IL, as Document No. 1427429119, as subsequently assigned by B2R Repo Seller 1 L.P. back to B2R (collectively, together with any further amendments, modifications, or assignments thereto, the "Assignment of Security Instrument"), in respect of the Premises.

- 2. <u>Assumption</u>. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument and the Assignment of Security Instrument required to be observed or performed by Assignor thereunder.
- 3. <u>Representations and Warranties of Assignor</u>. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:
  - (a) Except as expressly set forth herein, prior to the execution hereof, Assignor has not sold, transferred assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and
  - (b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, cr agreement with, any party other than Assignee.
- 4. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are recated.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Headings</u>. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or imit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- 7. <u>Interpretation</u>. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

Loan No.: 30293827

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) - Page 2

1515615050 Page: 4 of 10

# **UNOFFICIAL COPY**

8. <u>Partial Invalidity</u>. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

Property of Cook County Clerk's Office

Loan No.: 30293827

1515615050 Page: 5 of 10

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

B2R FINANCE L.P., a Delaware limited partnership

By:

Title: Director

Address:

Stopport of the state of the st 4201 Congress Street, Suite 475 Charlotte, North Carolina 28209

ntic.
simile 1 Auention: Katharine R. Briggs or General Counsel

Facsimile No.: (704) 228-0010

1515615050 Page: 6 of 10

# **UNOFFICIAL COPY**

#### **ACKNOWLEDGMENT**

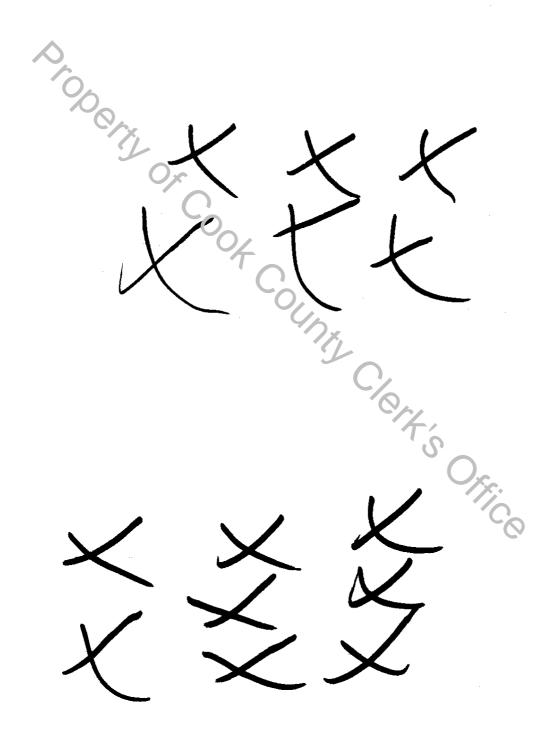
STATE OF NORTH CAROLINA	
COUNTY OF MECKLENBURG  The foregoing instrument was ackn	owledged before me this /st day of April, 2015, by
Nina Hamiltor. Lee, Director of B2R Finan said limited parchership.	Notary Public
O/F	Print Name:
My commission expires:	KRISTINE M MANISCALCO NOTARY PUBLIC UNION COUNTY, NC My Commission Expires April 30, 2019
	TSOM

1515615050 Page: 7 of 10

# UNOFFICIAL COPY

### **EXHIBIT A**

(Premises Description)



1515615050 Page: 8 of 10

## **UNOFFICIAL COPY**

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT NUMBERED 340 IN LYNWOOD TERRACE UNIT NUMBER 3, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 33-07-320-003 Commonly known as 19813 Crescent Drive, Lynwood, IL 60411

\*\*\*\*

LOT NUMBERED 125 IN WOODGATE GREEN UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, LANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JULY 13, 1972 AS INSTRUMENT NO. 21974684 IN COOK COUNTY, ILLINOIS.

Parcel ID: 31-17-212-004-0000 Commonly known as 5822 Allemong Drive, Matteson, IL 60443

\*\*\*

LOT 7 IN J.E. MERRION'S COUNTRY CLUB HILLS UNIT NO. 13, A SUBDIVISION OF PART OF THE NORTH 3/4 OF THE NORTHEAST 1//. OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 21, 1971 AS DOCUMENT NUMBER 2582610, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-34-205-012-0000 Commonly known as 17540 Sycamore, Country Club Hills, IL 60478

\*\*\*\*

LOT 78 IN J.E. MERRION'S COUNTRY CLUB HILLS, UNIT NO. 8, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-34-115-022 Commonly known as 17526 Hawthorne, Country Club Hills, IL 60478

\*\*\*\*

LOT 663 IN HAZEL CREST HIGHLAND 11TH ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 26, PART OF THE SOUTHEAST 1/4 OF

1515615050 Page: 9 of 10

## **UNOFFICIAL COPY**

SECTION 26, PART OF THE NORTHWEST 1/4 OF SECTION 26 AND PART OF THE SOUTHWEST 1/4 OF SECTION 26 ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-26-122-009-0000

Commonly known as 17006 South Central Pk, Hazel Crest, IL 60429

#### \*\*\*\*

THE WEST 1/2 OF LOT 45 IN HOME WOOD GARDENS ACRE NUMBER 2 A SUBDIVISION OF (EXCEPT THE EAST ¼ THE SOUTH 2/3 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-36-30 +-043-0000

Commonly known as 2118 West 183rd Street, Homewood, IL 60430

#### \*\*\*

THE EAST 26 FEET OF LOT 38 AND THE WEST 22 FEET OF LOT 39, EXCEPTING THEREFROM THE NORTH 13 14 FEET OF GEORGE W. WALKER'S ADDITION TO MATTESON, ILLINOIS, A SUBDLVISION OF THAT PART OF LOT 2 OF LEWIS, MILLER AND LEWIS' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S RIGHT OF WAY, EXCEPTING THEREFROM THE EAST 481.466 FEET OF THE NORTH 1/2 OF SAID LOT 2, ALL IN COOL COUNTY, ILLINOIS, AND A RESUBDIVISION OF LOTS 4, 5 AND 8 IN BLUME'S SUPDIVISION OF THE EAST 481.466 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID LOT 2, EXCEPT THE EAST 150 FEET OF THE NORTH 322 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Parcel ID: 31-26-110-064-0000 Commonly known as 3846 217th Street, Matteson, IL 60443

#### \*\*\*

THE EAST 80 FEET OF THE WEST 380 FEET OF LOT "A" (MEASURED ALONG THE SOUTH LINE OF SAID LOT "A" IN THE SUBDIVISION OF LOT 10, (EXCEPT 1'HE WEST 115 AND FIVE-TENTHS FEET THEREOF OF VAN VUUREN'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 15, ALSO A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHEAST QUARTER, 14.510 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 53 DEGREES, 45 MINUTES EAST 2.14 CHAINS THENCE SOUTH 5 DEGREES WEST 3.60 CHAINS TO THE CALUMET RIVER, THENCE WEST ALONG THE CALUMET RIVER TO A POINT 15.90 CHAINS EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER THENCE NORTH 3.89 CHAINS TO

1515615050 Page: 10 of 10

## UNOFFICIAL COPY

THE NORTH LINE OF SAID SOUTHEAST QUARTER 15.90 CHAINS, WEST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER THENCE EAST 9.745 CHAINS TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE VILLAGE OF SOUTH HOLLAND, COUNTY OF COOK, IN THE STATE OF ILLINOIS.

Parcel ID: 29-15-203-026 Commonly known as 602 East 158th Street, South Holland, IL 60473

LOT 5 IN BLCCK 6 OF WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH VFST 1/4 AND PART OF THE SOUTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, ON MAY 19, 1959 AS DOCUMENT NUMBER 1861915 IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-22-303-005-0000 Commonly known as 16452 George Dive, Oak Forest, IL 60452

LOT 3 IN WILLOW COURTS FIRST ADDITION BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22. TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 30, 1964, AS DOCUMENT NUMBER 2188812. 750 Price

Parcel ID: 29-22-412-024

Commonly known as 16620 Langley, Country Club Hills, IL 60478