# **UNOFFICIAL CO**

1523115001 Fee: \$68.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/19/2015 08:32 AM Pg: 1 of 9

#### PREPARED BY:

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

#### **UPON RECORDATION RETURN TO:**

Jamie Wunder OS National, LC 2170 Satellite Bt/d, Suite 450 Duluth, GA 30097

### ASSIGNMENT OF SECURITY INSTRUMENT

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

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### **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 February 26, 2015, executed by CMAG INVESTMENTS, LLC, an Illinois Limited Liability Company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of ONE MILLION TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$1,024,000.00) (the "Note") in 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 baseto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter alle</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assign or 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, gran, and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor 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 February 26, 215, executed by Borrower for the benefit of B2R, as lender, and recorded on March 13, 2015 in the Real Property Records of Cook County, IL, as Document No. 1507239038 (the "Security Instrument"), in respect of the Premises.

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

Loan No.: 30295009

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### **UNOFFICIAL COPY**

That certain Assignment of Security Instrument dated as of February 26, 2015 from B2R to B2R Repo Seller 1 L.P., as assignee, and recorded on June 30, 2015 in the Real Property Records of Cook County, IL, as Document No. 1518115043, 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, or 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 located.
- 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 mant 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.: 30295009

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

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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.: 30295009

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# **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:

Droponty Or Coo,

Name: Angela Buffaloe Title: Vice President

Address:

4201 Congress Street, Suite 475 Charlotte, North Carolina 28209

Attention: Katharine R. Briggs or General Counsel imile i

Facsimile No.: (704) 228-0010

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## **UNOFFICIAL COPY**

#### **ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG	
	1. 1. 1. 1. 1. 1. 1. 1. 1. 2015 to
The foregoing instrument was ack	nowledged before me this Aday of April, 2015, by
	inance L.P., a Delaware limited partnership, on behalf
of said limited partnership.	
	(acci.1)
	Notary Public
Ox	,
	Print Name:
My commission expires:	
iviy commission expires.	
4	CALLIE B. LONG
	Notary Public
	Mecklenburg County
	North Carolina My Commission Expires Jun 16, 2016
	My 637 model Expense
	· <b>T</b> '_
	Clorts

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### **UNOFFICIAL COPY**

#### EXHIBIT A

Address: 18812 Cypress, Country Club Hills, Cook, IL. 60478

Parcel Identification Number: 31-03-417-003-0000

Client Code: 15025

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 118 IN TIERRA GRANDE UNIT NO 3, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3664 Adams 5t., Lansing, Cook, IL. 60438 Parcel Identification Number: 30-32-202-040-0000

Client Code: 15027

THE LAND REFERRED TO HERE IN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 31 IN BLOCK 1 IN WENTWORTH MANOR, A SUBDIVISION OF LOT "D" IN MEETER'S FIRST SUBDIVISION OF CERTAIN LANDS IN FRACTIONAL SOUTHEAST 1/2 OF FRACTIONAL SECTION 29 AND FRACTIONAL EAST 1/2 OF FRACTIONAL SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 12204 S Lawndale, Alsip, Cook, IL. 60803 Parcel Identification Number: 24-26-102-062-0000

Client Code: 15028

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 10 IN THE 2ND ADDITION TO ALSIP WOODS EAST, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 294 LEFT OF LOT 18 (EXCEPT THE SOUTH 100 FEET OF THE WEST 114 FEET THEREOF) AND THE FAST 1/2 OF THE EAST 294 FEET OF THE WEST 643.761 FEET OF LOT 20 (EXCEPT THE NOR IL 321.5 FEET) IN BRAYTON FARMS 3, A SUBDIVISION OF THE NORTH WEST 1/4 (EXCEPT THE WEST 80 ACRES) OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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### UNOFFICIAL COPY

Address: 331 Prairie Ave., Calumet City, Cook, IL. 60409

Parcel Identification Number: 29-12-110-052-0000

Client Code: 15029

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE NORTH 3 FEET OF LOT 41, ALL OF LOTS 42 AND 43, AND THE SOUTH 3 FEET OF LOT 44 IN BLOCK 7 IN CALUMET SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1333 Buffalo Ave., Calumet Ctiy, Cook, IL. 60409

Parcel Identification Number: 30-19-215-009-0000

Client Code: 15030

THE LAND REFERRED TO HERE IN DELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK A'4D STATE OF ILLINOIS BEING KNOWN AND DESIGNATED AS LOT 9 IN BLOCK 4 IN HOOVER SCHOOL ADDITION, A SUBDIVISION OF PART OF THE EAST 646.72 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING SOUTH OF MICHIGAN CITY PGAD (SCHRUM ROAD) IN COOK COUNTY, ILLINOIS. Clarks

Address: 619 Greenbay, Calumet City, Cook, IL. 60409 Parcel Identification Number: 30-07-423-021-0000

Client Code: 15031

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 31 IN BLOCK 33 IN FORD CALLUMET HIGHLANDS ADDITION TO WEST HAMMOND (NOW KNOWN AS CALUMET CITY) BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address: 3400 Seine, Hazel Crest, Cook, IL. 60425 Parcel Identification Number: 28-35-408-043-0000

Client Code: 15032

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THAT PART OF LOT 150 FALLING WITHIN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35 IN CHATEAUX CAMPAGNE SUBDIVISION UNIT NO. S-2, BEING PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PER PLAT THEREOF I'E CORDED MARCH 20, 1973 AS DOCUMENT 2680926 IN COOK COUNTY, ILLINOIS.

Address: 2177 Indiana Ave., Lansing, Cook, IL. 60438 Parcel Identification Number: 29-36-209-009-0000

Client Code: 15033

THE LAND REFERRED TO HEREIN EFLOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT W IN SOUTH GLENVIEW ADDITION TO LANSING, IN COOK COUNTY, ILLINOIS, BFING A SUBDIVISION OF THAT PART OF THE EAST 32 RODS OF THE WEST 96 RODS OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAS? 1/4 OF THE SAID SECTION 36, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE CHICAGO AND GRAND TRUNK RAILROAD RIGHT OF WAY AND EXCEPT THAT PART LYING SOUTH OF SAID CHICAGO AND GRAND TRUNK RAILROAD RIGHT OF WAY AND EXCEPT THAT PART OF LOT 4 IN MARTIN MUETSCHOW'S SUBDIVISION FALLING IN SAID TRACT AND EXCEPT THAT PART OF SAID EAST 32 RODS LYING NORTH OF THE CENTER LINE OF THE THORNTON-LANSING ROAD), ALL IN COOK COUNTY, ILLINOIS.

Address: 17205 Longfellow, Hazel Crest, Cook, IL. 60429

Parcel Identification Number: 28-25-311-003-0000

Client Code: 15036

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 108 IN ELMORE'S POTTOWATOMIE HILLS, A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND ALSO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.