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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/20/2015 02:11 PM Pg: 1 of 8

PREPARED BY AND  
UPON RECORDATION RETURN TO:

Avenue 365 Lender Services, LLC  
401 Plymouth Road  
Suite 550  
Plymouth Meeting, PA 19462

## ASSIGNMENT OF SECURITY INSTRUMENT

by

COLONY AMERICAN FINANCE LENDER, LLC,  
a Delaware limited liability company,

to

CAF TERM BORROWER 1, LLC  
a Delaware limited liability company

Dated: As of May 22<sup>nd</sup>, 2015

State: Illinois  
County: Cook

Y  
8  
7  
N  
Y  
Y  
Y

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## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the [22] day of [May], 2015, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, CA 90404 ("Assignor"), in favor of **CAF TERM BORROWER 1, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, CA 90404 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of April 14, 2015, executed by JA SFR, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Six Million Nine Hundred Eighty Eight Thousand Eight Hundred and No/100 Dollars (\$6,988,800.00) (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 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 Assignor 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. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor, in and to the following described instrument, 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 April 14, 2015, executed by Borrower, for the benefit of Assignor, as lender, and recorded on April 24, 2015 with the Cook County, Illinois Recorder of Deeds, as Document No. 1511418025 (the "Security Instrument"), in respect of the Premises.

2. Assumption. 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,

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covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Headings. 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 limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

6. Interpretation. 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.

7. Partial Invalidity. 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.

[SIGNATURE PAGE FOLLOWS]



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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On May 22, 2015 before me, Amy Marie Steiner  
(insert name and title of the officer)

personally appeared Arik Frawer  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Amy Steiner*

(Seal)

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## EXHIBIT A

(Premises Description)

PARCEL 42:

LOT 33 (EXCEPT THE EAST 20 FEET THEREOF) ALL OF LOT 34 AND THE EAST 10 FEET OF LOT 35 ALL IN FRANK DE LUGACH BEVERLY VISTA BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2719 WEST 96TH PLACE, EVERGREEN PARK, IL 60805

PIN: 24-12-209-050-0000.

PARCEL 43:

LOT 20 IN THE SUBDIVISION OF LOT 2, 3, & 6 IN BLOCK 4 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1874 AS DOCUMENT 173227.

COMMONLY KNOWN AS: 2731 W. CONGRESS PARKWAY, CHICAGO, IL 60612

PIN: 16-13-235-048-1001; 16-13-235-048-1002; 16-13-235-048-1003;

PARCEL 44:

UNIT 15 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 30 KING ARTHUR COURT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0511632113, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 30 KING ARTHUR COURT, UNIT 15, NORTHLAKE, IL 60164

PIN: 12-30-402-064-1014

PARCEL 45:

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LOT 13 IN A.P. DOWN'S AND COMPANY'S SUBDIVISION OF THE EAST 1/4 OF THE WEST 8.44 ACRES OF THE EAST 16.44 ACRES OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3112 W. MONROE STREET, CHICAGO, IL 60612

PIN: 16-13-100-043-0000.

PARCEL 46:

LOT 64 (EXCEPT THE WEST 1 INCH THEREOF) IN CASTLES SUBDIVISION OF BLOCKS 9, 10, 12, 13 AND 14 IN PARTS OF BLOCKS 11, 15 AND 16 IN CASTLE S SUBDIVISION OF THE EAST 15 ACRES OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3213 W. WARREN BLVD, CHICAGO, IL 60624

PIN: 16-11-415-036-0000.

PARCEL 47:

LOT 43 IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 2, 5, 8 AND 11 OF TYRELL BARRETT AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3248 WEST WALNUT STREET, CHICAGO, IL 60624

PIN: 16-11-408-073-0000.

PARCEL 48:

UNIT 3425-2B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SHAKESPEARE COURT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 00290642, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3425 W. SHAKESPEARE AVENUE, UNIT 2B, CHICAGO, IL 60647

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PIN: 13-35-223-029-1005

PARCEL 49:

LOTS 5 AND 6 IN THE SUBDIVISION OF LOTS 26, 27, 28, 29 AND 30 IN BLOCK 5 IN CENTRAL PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF HARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3452 WEST JACKSON BLVD, CHICAGO, IL 60624

PIN: 16-14-209-025-0000.

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