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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/20/2015 02:11 PM Pg: 1 of 9

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 20<sup>th</sup>, 2015

State: Illinois  
County: Cook

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*(Handwritten initials and marks)*

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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. 1511418023 (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,

Loan #16215

Assignment of Security Instrument – Page 1

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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 Praver  
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 Marie Steiner*



(Seal)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

(Premises Description)

PARCEL 22:

LOT 55 IN FIELDCREST SECOND ADDITION, A RESUBDIVISION OF LOT 1 TO 44, INCLUSIVE IN BLOCK 10, LOTS 1, 28, 29 AND 30 IN BLOCK 12, LOTS 1, 29 AND 30 IN BLOCK 13 AND LOTS 1, 32, 33 AND 34 IN WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 NORTH OF INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 5, 1961 AS DOCUMENT NUMBER 2001563 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 16412 CRAIG DRIVE, OAK FOREST, IL 60452

PIN: 28-22-308-070-0000.

PARCEL 24:

LOT 17 IN BLOCK 1 IN LANSING CALUMET, A SUBDIVISION OF THE WEST 104 RODS OF THE EAST 132 RODS OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17057 LORENZ AVENUE, LANSING, IL 60438

PIN: 30-30-206-020-0000.

PARCEL 25A:

UNIT 11 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TOWN AND COUNTY VILLAS CONDOMINIUM NO. 2 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24099056, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 25B:

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EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 21041966 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17138 SOUTH 71ST AVENUE, UNIT 11, TINLEY PARK, IL 60477

PIN: 28-30-303-020-1011

PARCEL 26:

UNIT A-3-S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TOUHY TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25023490 AND FILED AS DOCUMENT NO. LR3100228, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1714 WEST TOUHY AVENUE, UNIT A3S, CHICAGO, IL 60626

PIN: 11-30-423-035-1003

PARCEL 27A:

UNIT 102 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 17515 SANDALWOOD DRIVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0633415057, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 27B:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 0633415057 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17515 SANDALWOOD DRIVE, UNIT 102, TINLEY PARK, IL 60477

PIN: 27-36-202-011-1002

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PARCEL 28:

LOT 13 IN FIRST ADDITION TO BOLEK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 4 IN BOLEK'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THORNTON-LANSING ROAD, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 17, 1963 AS DOCUMENT NUMBER 2074137, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17855 LOCUST STREET, LANSING, IL 60438

PIN: 29-36-200-141-0000.

PARCEL 29:

UNITS 1801-1 AND OG-13 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN CALIFORNIA PARKVIEW CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0527018087, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1801 S. CALIFORNIA AVENUE, UNIT #1, CHICAGO, IL 60608

PIN: 16-24-407-049-1001 & 1025

PARCEL 30:

LOT 47 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.

COMMONLY KNOWN AS: 18851 MAPLE AVENUE, COUNTY CLUB HILLS, IL 60478

PIN: 31-03-412-041-0000.

PARCEL 31A:

LOT 5 IN BLOCK 5 IN HUNTINGTON CLUB SUBDIVISION, A SUBDIVISION IN PARTS OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT RECORDED NOVEMBER 15, 1993 AS DOCUMENT NO. 93924435, IN COOK COUNTY, ILLINOIS.



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PARCEL 31B:

PERPETUAL NON-EXCLUSIVE EASEMENT, FOR THE BENEFIT OF PARCEL 50, OVER, THROUGH AND UPON THE LAND DESCRIBED IN THAT DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR HILLDALE ROAD ASSOCIATION DATED AS OF SEPTEMBER 1, 1979 AND RECORDED AND FILED RESPECTIVELY AS DOCUMENT NUMBERS 25214474 AND LR 3143390, FOR THE PURPOSE OF REASONABLE INGRESS AND EGRESS TO AND FROM ALL OR ANY PART OF PARCEL 1 AND OTHER PROPERTIES AS THEREIN DESCRIBED.

PARCEL 31C:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 54, OVER THROUGH AND UPON THE COMMON AREAS AND COMMUNITY FACILITIES AS DESCRIBED IN THAT DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTINGTON CLUB MASTER HOMEOWNERS ASSOCIATION RECORDED NOVEMBER 18, 1993 AS DOCUMENT NUMBER 93943916, AND AS AMENDED FROM TIME TO TIME, FOR THE PURPOSES SET FORTH THEREIN.

PARCEL 31D:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 54, OVER THROUGH AND UPON THE COMMON AREAS AND COMMUNITY FACILITIES AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTINGTON CLUB TOWNHOME ASSOCIATION RECORDED NOVEMBER 18, 1993 AS DOCUMENT NUMBER 93943917, AND AS AMENDED FROM TIME TO TIME, FOR THE PURPOSES

COMMONLY KNOWN AS: 1912 HUNTINGTON BLVD, HOFFMAN ESTATES, IL 60169

PIN: 07-08-108-053-0000.