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Doc#: 1523239113 Fee: \$72.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yaibiough

Cook County Recorder of Deeds Date: 08/20/2015 02:11 PM Pg: 1 of 9

PREPARED B / AND UPON RECORD ATION RETURN TO:

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

ASSIGNMENT OF SECURITY INSTRUMENT

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

to

Copy Office **CAF TERM BORROWER 1, LLC** a Delaware limited liability company

Dated: As of Monday, 2015

State: Illinois County: Cook

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### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the (2) 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 LO ROWER 1, LLC, a Delaware limited liability company, having an address at 2450 Broadway, 5<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, <u>interalia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assigner 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, great and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignee 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. 1511418024 (the "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,

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

- 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 gover, all matters relating to this Assignment and all of the indebtedness or obligations arising hercunder.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- Headings. The headings of the paragraphs of this Assignment have been included 5. only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or or used in any manner in the interpretation of this Assignment.
- Interpretation. Whenever the context so requires in this Assignment, all words 6. 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.
- Partial Invalidity. Each provision of this Assignment shall be valid and 7. 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. Office

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assig Instrument as of the day and year first above	nor has executed this Assignment of Security written.
	ASSIGNOR:
	COLONY AMERICAN FINANCE LENDER, LLC, a Delaware limited liability company
	By:
	Arik Frawer
0,	Vice President
	Address:
	2450 Broadway, 6th Floor,
Ox	Santa Monica, CA 90404,
	Attn: General Counsel
CALIFORNIA ALL-PURPOSE ACKNOWIEDG	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
A Notary Public or other officer completing individual who signed the document to which truthfulness, accuracy, or validity of the doc	
tratifyamess, accuracy, or variancy systems	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES	TO THE HERE WAS A DOMESTIC ATTACHED HERE TO
Arik Prawer, who proved to me on the baname is subscribed to the within instrumen	Adrian Stuessy, Notary Public, personally appeared asis of satisfactory evidence to be the person whose t and acknowledged to me that he executed the same signature on the instrument the person, or the entity cuted the instrument.
I certify under PENALTY OF PERJURY un foregoing paragraph is true and correct.	nder the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	(Seal)

Loan #16215

Assignment of Security Instrument (Colony to CAF Term) (JA SFR, LLC) (Cook County, Illinois #9)

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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 Los Angeles before me, Amy Marie Steiner May 22, 201 (insert name and title of the officer) Arik Frawer personally appeared \_ who proved to me on the basis of catisfactory evidence to be the person(\$) whose name(\$) is/afe subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ier ), 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 MM JUM

(Seal)

SOME OFFICE

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### **EXHIBIT A**

(Premises Description)

#### PARCEL 32A:

UNIT 6 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMO'N ELEMENTS IN KING ARTHUR COURT CONDOMINIUM BUILDING NO. 20 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 091926; 6, 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.

#### PARCEL 32B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. 6 AND STORAGE SPACE NO. 6, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINGIS.

#### PARCEL 32C:

EASEMENTS APPURTENANT TO AND FOR 1'HF BENEFIT OF PARCEL I AS SET FORTH AND DEFINED IN THE DECLARATION OF FASEMENTS RECORDED AS DOCUMENT NOS. 18653754, AS AMENDED, 18844303, AS AMENDED AND 18844304, AS AMENDED FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 20 KING ARTHUR COURT, UNIT #5, NORTHLAKE, IL 60164

PIN: 12-30-402-058-1006

#### PARCEL 33:

UNIT 54 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LYNWOOD TERRACE CONDOMINIUM NO. 2 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21836319, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 20119 ASH LANE, UNIT #54, LYNWOOD, IL 60411

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PIN: 33-07-316-012-1022

PARCEL 34:

UNIT 33 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LYNWOOD TERRACE CONDOMINIUM NO. 2 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21836319, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY (NOWN AS: 20130 ASH LANE, UNIT #33, LYNWOOD, IL 60411

PIN: 33-07-316-0.2 1901

PARCEL 35:

LOT 59 IN PARKER'S SUBDIVISION OF BLOCK 58 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2227 WES I 21ST PLACE, CHICAGO, IL 60608

PIN: 17-19-323-014-0000.

PARCEL 36:

UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2247 WEST MONROE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 99300157, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2247 W. MONROE STREET, UNIT #1, CHIC AG D. IL 60612

PIN: 17-18-107-048-1001

PARCEL 37:

UNIT 2407 3-B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ARLINGTON GROVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25364419, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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COMMONLY KNOWN AS: 2407 RANDALL LANE, UNIT 3B, ARLINGTON HEIGHTS, IL 60004

PIN: 02-01-200-083-1264

PARCEL 38:

UNIT 1D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAMLIN SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0615934053, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2438 N. HAMLIN AVENUE, UNIT 1D, CHICAGO, IL 60647

PIN: 13-26-326-041-1001

PARCEL 39A:

UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2454 WEST FILLMORE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0615331025, AS AMENDED, IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIP/L MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 39B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHE! THERETO, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2454 W. FILLMORE STREET, UNIT #1, CHICAGO, IL 60612

PIN: 16-13-424-051-1001

PARCEL 40A:

UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2707 WEST CONGRESS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0030348152, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH,

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RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 40B

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

COMMONUY KNOWN AS: 2707 W. CONGRESS PARKWAY, UNIT 1, CHICAGO, IL 60612

PIN: 16-13-235-052-1901

PARCEL 41A:

UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2711 WEST CONGRESS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0020982369, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 41B:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-A AND P-D, A LIMITED COMMON ELEMENT, AS SET FOKTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY AT TACHED THERETO, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2711 WEST CONGRESS PARKWAY, UNIT 1, CHICAGO, IL 60612

PIN: 16-13-235-049-1001