

# UNOFFICIAL COPY

Doc#: 1533556103 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/01/2015 11:46 AM Pg: 1 of 7

PREPARED BY AND  
UPON RECORDATION RETURN TO:

Colony American Finance  
2450 Broadway, 6th Floor,  
Santa Monica, CA 90404  
Attn: General Counsel

## ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF TERM BORROWER 1, LLC,  
a Delaware limited liability company,

to

CAF SUB REIT, INC.,  
a Maryland corporation

**Dated: As of October 29, 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 29<sup>th</sup> day of October, 2015, is made by **CAF TERM BORROWER 1, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404 ("Assignor"), in favor of **CAF SUB REIT, INC.**, a Maryland corporation, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of June 10, 2015, executed by EB South Chicago 2, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of one million seven hundred six thousand nine hundred dollars (\$1,706,900.00) (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 June 10, 2015, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on August 31, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1524334065 / Book N/A / Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

Loan # 16307 EquityBuild 2

Assignment of Security Instrument (CAF Term to CAF Sub REIT) – Page 1  
#35666147

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2. Representations and Warranties of Assignor. 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) 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.

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.

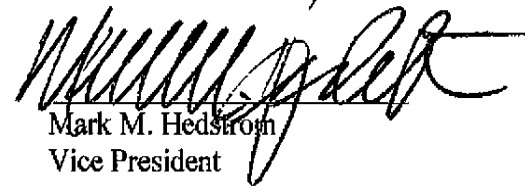
**[SIGNATURE PAGE FOLLOWS]**


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

ASSIGNOR:

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

By:   
Mark M. Hedstrom  
Vice President

  
Witness #1

  
Witness #1

Property of Cook County Clerk's Office

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CODE 1189**

**CIVIL**

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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 the document.

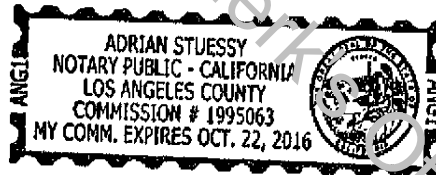
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On October ~~20~~, 2015 before me, Adrian Stuessy, Notary Public, personally appeared Mark M. Hedstrom, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Adrian Stuessy (Seal)

**UNOFFICIAL COPY****EXHIBIT A****Legal Descriptions and PINS**

(Attached hereto)

**Property ID: CLEQ2**

LOT 26 IN BLOCK 107 IN CORNELL, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4) THE NORTH 1/2 OF THE NORTHWEST 1/4, OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, WEST OF THE ILLINOIS CENTRAL RAILROAD, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7956 S Woodlawn, Chicago, IL 60619 - Cook County

Tax/Parcel ID: 20-35-200-045-0000

**Property ID: CLEQ4**

LOT 5 IN BLOCK 18 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18, 19, 22, 23, 24 AND 26 TO 32 BOTH INCLUSIVE IN JAMES STINSON'S SUBDIVISION OF THE EAST GRAND CROSSING IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7712 S Euclid, Chicago, IL 60649 - Cook County

Tax/Parcel ID: 20-25-322-021-0000

**Property ID: CLEQ5**

LOT 36 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 TO 10 BOTH INCLUSIVE IN CHARLES RINGERS' SOUTH SHORE ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 33 FEET THEREOF TAKEN FOR WIDENING EAST 83RD STREET.)

Commonly known as: 8107 S Kingston, Chicago, IL 60617 - Cook County

Tax/Parcel ID: 21-31-119-003-0000

**Property ID: CLEQ6**

LOT 19, IN BLOCK 42 IN J. E. GRASSIE'S RESUBDIVISION OF LOTS 12 TO 37 BOTH INCLUSIVE IN BLOCK 40, LOTS 3 TO 20 BOTH INCLUSIVE AND LOTS 33 TO 48 BOTH INCLUSIVE IN BLOCK 42, ALL IN HILL'S ADDITION TO SOUTH CHICAGO BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8432 S Essex, Chicago, IL 60617 - Cook County

Tax/Parcel ID: 21-31-309-031-0000

**UNOFFICIAL COPY****Property ID: CLEQ7**

LOT 26 IN BLOCK 8 IN J.E. WHITE'S FIRST CHATHAM FIELDS ADDITION, A SUBDIVISION OF BLOCK 8 OF E.A. WARFIELD'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8517 S Vernon, Chicago, IL 60619 - Cook County

Tax/Parcel ID: 20-34-407-005-0000

**Property ID: CLEQ8**

THE WEST 9 FEET AND 9 INCHES OF LOT 45 AND ALL OF LOT 46 IN BLOCK 28 IN S. E. GROSS' SUBDIVISION OF BLOCKS 27 TO 42 IN DAUPHIN PARK SECOND ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 406 E 57th, Chicago, IL 60619 - Cook County

Tax/Parcel ID: 25-03-200-027-0000

**Property ID: CLEQ9**

LOT 26 IN BLOCK 2 IN SANGER'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 61 E 92nd, Chicago, IL 60619 - Cook County

Tax/Parcel ID: 25-03-308-024-0000

**Property ID: CLEQ10**

THE WEST 9 FEET OF LOT 9, ALL OF LOT 10 AND THE EAST 6 FEET OF LOT 11 IN BLOCK 4 IN PARADIS SUBDIVISION OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3723 W 68th, Chicago, IL 60629 - Cook County

Tax/Parcel ID: 19-23-314-013-0000

**Property ID: CLEQ11**

LOT 161 IN S. M. BLOSS AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF BLOCKS 3, 12, 17 AND 26 AND THE EAST 1/2 OF BLOCKS 4, 11, 18 AND 25 IN FERNWOOD, A RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 10012 S La Salle, Chicago, IL 60628 - Cook County

Tax/Parcel ID: 25-09-412-025-0000