

# UNOFFICIAL COPY

Doc#: 1534346120 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/09/2015 11:39 AM Pg: 1 of 5

**Instrument prepared by:**  
Holland & Knight LLP  
200 Crescent Court, Suite 1600  
Dallas, Texas 75201  
Attn: James H. Voelker

**When recorded, return to:**  
Midwest Servicing, Inc.  
230 Crosskeys Office Park  
Fairport, New York 14450  
Attn: Alison Hutchings

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## COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "**Assignment**") is made and executed effective as of March 12, 2015, by **CFS-4 I, LLC**, a Delaware limited liability company ("**Assignor**" sometimes referred to as "**Borrower**"), with an address of c/o Midwest Servicing Inc., 230 Crosskeys Office Park, Fairport, New York 14450, in favor of **PACIFIC WESTERN BANK**, a California state-chartered bank ("**Assignee**" sometimes referred to as "**Agent**"), with an address of 5404 Wisconsin Avenue, 2<sup>nd</sup> Floor, Chevy Chase, MD 20815, Attention: SFG Portfolio Manager.

### WITNESSETH:

WHEREAS, Borrower, certain affiliates of Borrower and Agent have entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "**Loan Agreement**"), pursuant to which certain financial institutions party to the Loan Agreement as lenders (each a "**Lender**" and collectively, the "**Lenders**"), in their sole discretion, have agreed to lend, upon the terms and conditions set forth in the Loan Agreement, an amount equal to up to the Maximum Loan Amount (as defined in the Loan Agreement) secured by a security interest granted by Borrower to Agent, for the benefit of the Lenders, on certain notes and mortgages related thereto as well as other collateral of Borrower.

NOW, THEREFORE, to secure the payment and performance of the Obligations (as such term is defined in the Loan Agreement) and Loan Documents (as such term is defined in the Loan Agreement) and in consideration of the extension of the Advances (as such term is defined in the Loan Agreement), in Agent's and Lenders' sole discretion, and for other good and valuable consideration the receipt of which is hereby acknowledged, Borrower hereby collaterally conveys, assigns, transfers and sets over unto Agent,

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for the benefit of the Lenders, as collateral security for the Advances from time to time made by the Lenders, all of Borrower's right, title and interest in and to (i) that certain Mortgage, dated as of January 10, 2006, executed by Jose de Jesus Cortes in favor of Banco Popular North America (as predecessor in interest to Assignor), encumbering the property described in Exhibit A attached hereto and made a part hereof by this reference, recorded on January 12, 2006, in the real property records of Cook County, IL as Instrument No. 0601241066; (ii) the loan agreement or credit agreement and any promissory notes executed by Jose de Jesus Cortes in conjunction therewith; and (iii) all other Collateral (as such term is defined in the Loan Agreement) connected therewith collaterally assigned to Agent, for the benefit of the Lenders, pursuant to the terms of the Loan Agreement, together with all proceeds derived therefrom and other Collateral delivered in substitution or replacement thereof (collectively, the "Assigned Collateral").

The execution and delivery of this Assignment shall not subject Agent to, or transfer or pass to Agent, or in any way affect or modify, the liability of Borrower under the Assigned Collateral hereby assigned, it being understood and agreed that notwithstanding this Assignment or any subsequent collateral assignment, all of the obligations of the Borrower to the Underlying Obligor (as such term is defined in the Loan Agreement) under such Assigned Collateral shall be and remain enforceable by such Underlying Obligor, its successors and assigns, only against Borrower and its successors and assigns, and that Agent has not assumed any of the obligations or duties of Borrower under or with respect to such Assigned Collateral. Borrower hereby agrees and acknowledges that neither the acceptance of this Assignment by Agent nor the exercise of, or failure to exercise, any right, power or remedy in this instrument conferred upon Agent shall be deemed or construed to obligate Agent, or its successors or assigns, to pay any sum of money, take any action or incur any liability in connection with the Assigned Collateral hereby assigned to Agent. It is further agreed and understood by Borrower that neither Agent nor its successors or assigns shall be liable in any way for any costs, expenses or liabilities connected with, or any charges or liabilities resulting from, such Assigned Collateral. Upon the full discharge and satisfaction of all obligations of the Borrower under the Loan Agreement, this Assignment and all rights herein assigned to the Agent and Lenders shall terminate, and all estate, right, title and interest of the Lender in and to the Assigned Collateral shall revert to the Borrower.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

*[Remainder of page intentionally blank; signature pages follow.]*

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IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first written above.

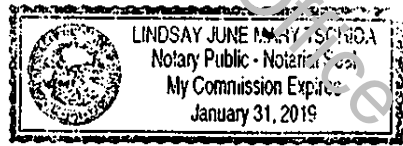
**CFS-4 I, LLC,**  
a Delaware limited liability company,  
as Assignor

By:   
Name: Judd Gilats  
Title: Vice President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

On this 12 day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Judd Gilats, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as a Vice President of **CFS-4 I, LLC**, a Delaware limited liability company, and executed the within instrument on behalf of such limited liability company.

  
Notary Public



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**EXHIBIT A**

Legal Description

(See attached.)

Property of Cook County Clerk's Office

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LOTS 2 AND 3 IN CHARLES R. DAVID'S SUBDIVISION OF LOTS 1, 2, AND 3 IN SUB-BLOCK 1 IN SUBDIVISION OF BLOCK 6 IN STEELE AND OTHERS SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3701-05 West 26th Street, Chicago, IL 60623. The Real Property tax identification number is 16-26-305-024-0000.

Property of Cook County Clerk's Office

216110001

Instrument No. 0601241066