UNOFFICIAL COPY

Doc#. 1534808139 Fee: \$54.00 Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 12/14/2015 01:40 PM Pg: 1 of 4

INSTRUMENT PREPARED BY

ReadyCap Commercial, LLC Attn: Melissa Perez

1320 Greenway Drive, Suite 560

Irving, TX 75038 Loan# 20000299 Return to:

Document Recording Services

P.O. Box 3008

Tallahassee, FL 32315-3008

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS, LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS, LOAN DOCUMENTS (this "Assignment") is executed by READY CAI' COMMERCIAL, LLC, a Delaware limited liability company, whose address is 114 Pacifica, Suite 400, Irvine, CA 92618 (hereinafter "Assignor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee, for the benefit of the registered Holders of Ready Capital Mor gage Trust 2015-2 Commercial Mortgage Pass-Through Certificates, whose address is 190 South LaSalle Street, Chicago, IL 60603 (hereinafter "Assignee") effective as of the 30th day of November, 2015.

WHEREAS, Assignor is the current owner and holder of (i) that certain Mortgage executed by 7742 S. Ada LLC, an Illinois limited liability company, as Grantor and recorded on 10/31/2014, as Document No. 1430416045 (the "Mortgage"), and (ii) that certain Assignment of Ronts executed by 7742 S. Ada LLC, an Illinois limited liability company, as assignor thereunder, and recorded on 10/31/2014 as Document No. 1430416046 (the "Assignment of Rents"), each recorded in the Office of the Recorder of Cook County, Illinois (the "Records"), which Mortgage and Assignment of Rents were originally delivered to ReadyCap Commercial, LLC to secure certain indebtedness and obligations as described in the Mortgage and Assignment of Rents ("Indebtedness"), and which Mortgage and Assignment of Rents encumber that certain real property described on Exhibit "A" (the "Property") attached hereto and incorporated herein by this reference, which Property is located at 1350 West 78th Street, Chicago, IL 60620, together with the rents from the Property.

WHEREAS, the Mortgage, Assignment of Rents, and each and all of the loan, security, guaranty, and/or any other documents incident to or connected with the foregoing delivered in favor of Assignor in connection with the Mortgage and/or the Indebtedness are hereinafter collectively referred to as the "Loan Documents."

WHEREAS, for good and valuable consideration, Assignor hereby desires to absolutely assign the Loan Documents to Assignee (including without limitation the Mortgage and the Assignment of Rents).

NOW, THEREFORE, Assignor agrees as follows:

1. Assignor hereby absolutely grants, sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the Mortgage, the Indebtedness, the Assignment of Rents, and each and all of the other Loan Documents (including without limitation all evidence of Indebtedness, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage).

1534808139 Page: 2 of 4

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS, LOAN DOCUMENTS (Continued) Page 2

- 2. Assignor hereby represents and warrants to and covenants with Assignee as of the date of recordation hereof, concerning the Loan Documents, as follows:
 - a. Assignor is the true and lawful sole owner of the Loan Documents;
 - b. Assignor has full right, title and authority to make this Assignment of the Loan Documents to Assignee;
 - c. Assignor has not executed any transfer, conveyance, release, discharge, satisfaction or cancellation of any of its rights under the Loan Documents;
 - d. The promissory note evidencing the Indebtedness ("Note") has not been accelerated as of the date hereof,
 - e. Promptly upon request by Assignee, Assignor will endorse and deliver the Note to Assignee, or its designee or order, without recourse; and
 - f. Neither the Granton under the Mortgage nor its successors, assigns, grantees nor any other persons or entities has as of the date hereof notified Assignor of, nor is Assignor aware of, any defense to the validity or enforceability of the Note, the Mortgage or the Loan Documents.
 - g. The person executing this Assignment on behalf of Assignor has full power and authority to do so.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in manner and form sufficient to bind it as of the date of funding of the Indebtedness.

READYCAP COMMERCIAL, LLC, a Delaware limited liability company

By:	Totalshman
Name:	Dawnyel Dishman
Its:	VP Loan Operations
Date:	December 7, 2015

1534808139 Page: 3 of 4

UNOFFICIAL COP

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS, LOAN DOCUMENTS (Continued) Page 3

State of Texas

County of **Dallas**

On <u>December 7, 2015</u> before me, <u>Talea Murray</u>, Notary Public, personally appeared <u>Dawnyel Dishman</u>, <u>VP Loan Operations</u> 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acre'i, executed the instrument.

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

TALEA MURRAY

My Commission Expires April 28, 2019

WITNESS my hand and official seal

County Clark's Office

1534808139 Page: 4 of 4

UNOFFICIAL COPY

Exhibit A

Legal Description

Lots 8 to 12 inclusive in Simonton's Subdivision of Block 28 (Except the North Easterth, k.

October County Clark's Office 253 feet of the East 1/2) in Jones' Subdivision in the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook