

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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**PREPARED BY:**

Karen J. Wade  
Alston & Bird LLP  
2828 N. Harwood Suite 1800  
Dallas, TX 75201

**UPON RECORDATION RETURN TO:**

Jamie Wunder  
OS National, LLC  
2170 Satellite Blvd., Suite 450  
Duluth, GA 30097

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

**B2R FINANCE L.P.,  
a Delaware limited partnership**

to

**WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, for the benefit of the  
Holders of B2R Mortgage Trust 2015-2 Mortgage Pass-Through Certificates (and, with  
respect to any Serviced Loan Combination, on behalf of any related Serviced Companion  
Loan Noteholders)**

**Dated: November 24, 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 24<sup>th</sup> day of November, 2015, is made by **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor" and/or "B2R"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION, FOR THE BENEFIT OF THE HOLDERS OF B2R MORTGAGE TRUST 2015-2 MORTGAGE PASS-THROUGH CERTIFICATES** (and, with respect to any Serviced Loan Combination, on behalf of any related Serviced Companion Loan Noteholders), having an address at 1100 North Market Street, Wilmington, Delaware 19890, Attention: B2R 2015-2 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of June 26, 2015, executed by **ALJ Real Estate Holdings I LLC**, a n Illinois limited liability company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of five million three hundred ninety-one thousand and 00/100 Dollars (\$5,391,000.00) (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 instruments, 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 dated as of June 26, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on July 16, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1519729011 / Book N/A / Page N/A (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,

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

3. 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) Except as expressly set forth herein, 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.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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.

7. 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.

8. 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.

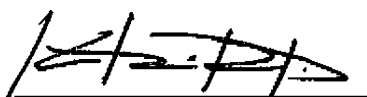
**[SIGNATURE PAGE FOLLOWS]**

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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:


B2R FINANCE L.P., a Delaware limited partnership

By:   
Name: Katharine Briggs  
Title: Authorized Signatory

Address:  
4201 Congress Street, Suite 475  
Charlotte, North Carolina 28209  
Attention: Katharine R. Briggs or General Counsel  
Facsimile No.: (704) 228-0010



Witness #1

  
Witness #1

ACKNOWLEDGMENT

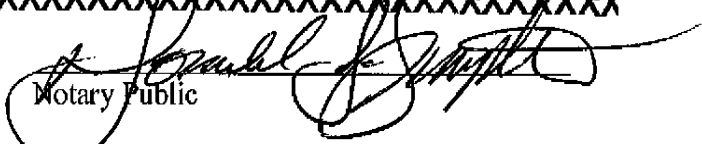
EXHIBIT A, Premises Description

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STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 27 day of October, 2015, by Katharine Briggs, the Authorized Signatory, of B2R Finance L.P., a Delaware limited partnership, ~~the general partner of B2R, a Delaware limited liability company, the general partner of B2R, a Delaware limited liability partnership, on behalf of said limited partnership.~~

  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

DONALD J SUMPTER  
NOTARY PUBLIC  
MECKLENBURG COUNTY, NC  
My Commission Expires 3-22-2020

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## EXHIBIT A

(Premises Description)

Address	City	State	County	Zip
8112 S TALMAN AVE	CHICAGO	IL	COOK	60629
8123 S EMERALD AVE	CHICAGO	IL	COOK	60620
8626 S DAMEN AVE	CHICAGO	IL	COOK	60620
9559 S HARVARD AVE	CHICAGO	IL	COOK	60628
9946 S NORMAL AVE	CHICAGO	IL	COOK	60628
9955 S WALLACE ST	CHICAGO	IL	COOK	60628
4841 S MICHIGAN AVE UNITS 1-4	CHICAGO	IL	COOK	60615

**UNOFFICIAL COPY****Legal Description**

Address : 8112 S TALMAN AVE, CHICAGO, COOK, IL 60629  
 Parcel Identification Number : 19-36-218-036-0000  
 Client Code : 23812

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 25 FEET 4 INCHES OF LOT 3 AND LOT 4 (EXCEPT THE SOUTH 44 FEET THEREOF) IN BLOCK 8 IN HAZELWOOD AND WRIGHTS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 8123 S EMERALD AVE, CHICAGO, COOK, IL 60620  
 Parcel Identification Number : 20-33-117-019-0000  
 Client Code : 23844

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN THE SUBDIVISION OF LOTS 17 TO 21 INCLUSIVE IN BLOCK 5 IN OSBURN'S SUBDIVISION OF PART OF LOT 2 IN ASSESSOR'S DIVISION OF THE WEST HALF OF SECTION 33 AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 3 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 8626 S DAMEN AVE, CHICAGO, COOK, IL 60620  
 Parcel Identification Number : 20-31-321-032-0000  
 Client Code : 23811

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 15 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 16 IN BLOCK 12 IN H.O. STONE AND COMPANY'S ROBEY STREET SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE RIGHT OF WAY OF THE PITTSBURGH, CINCINNATI, CHICAGO, AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

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Address : 9559 S HARVARD AVE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number : 25-09-201-027-0000  
 Client Code : 23828

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK,  
 STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 28 IN BLOCK 3 OF JOHN H. GAY'S SUBDIVISION OF THE NORTH 1/2 OF THE  
 NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9,, TOWNSHIP 37 NORTH,  
 RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

\*\*\*

Address : 9946 S NORMAL AVE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number : 25-09-305-032-0000  
 Client Code : 23842

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK,  
 STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 19 (EXCEPT THE NORTH 10 FEET) AND THE NORTH 15 FEET OF LOT 20 IN  
 BLOCK 19 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST  
 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP  
 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
 COUNTY, ILLINOIS.

\*\*\*

Address : 9955 S WALLACE ST, CHICAGO, COOK, IL 60628  
 Parcel Identification Number : 25-09-304-050-0000  
 Client Code : 23808

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK,  
 STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 26 (EXCEPT THE SOUTH 4.175 FEET THEREOF) AND THE SOUTH 10.14 FEET OF  
 LOT 27 IN BLOCK 20 IN EAST WASHINGTON HEIGHTS IN SECTION 9, TOWNSHIP 37  
 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

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Address : 4841 S MICHIGAN AVE UNITS 1-4, CHICAGO, COOK, IL 60615  
Parcel Identification Number : 20-10-108-005-0000  
Client Code : 23847

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK,  
STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF BLOCK 16 (EXCEPT THE WEST 17 FEET OF SAID LOT TAKEN  
FOR MICHIGAN AVENUE) IN BLOCK 6 IN ANNA PRICE'S SUBDIVISION OF THE  
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office