## **UNOFFICIAL COPY**

Doc#. 1600449408 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/04/2016 01:32 PM Pg: 1 of 8

### PREPARZO BY:

Karen J. Wade Alston & Bird Li F 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 July 31, 2015, executed by **Triple M Mazel Holdings LLC**, a n Illinois limited liability company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of one million seven hundred eighty-four thousand and 00/100 Dollars (\$1,784,000.00) (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, <u>inter aiia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assign r 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, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignee, 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 July 31, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on August 10, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1522219129 / Book N/A / Page N/A (the "Security Instrument"), in respect of the Premises.

Loan No.: 30295755

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,

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) – Page 1 35440577-Triple M Mazel Holdings LLC

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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
  - Assigner 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. <u>Successors and Ass.gns.</u> This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Headings</u>. 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. <u>Interpretation</u>. 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]

Loan No.: 30295755

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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

rile IX Facsimile No.: (704) 228-0010

Witness #

Witness #1

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STATE OF North Carolina COUNTY OF Med-lenburg

| The foregoing instrument was acknowledge 2015, by Katharine Briggs, the Authorized Signato partnership was acknowledges, the Authorized Signato partnership was acknowledges, the Authorized Signator and the same acknowledges are same acknowledges. |  |
|--|--|
| behalf of said luvited partnership.  | AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   |
| 4  | Public ( )   |
| My commission expires:   | lame:  |
| % C  | DONALD J SUMPTER NOTARY PUBLIC MECKLENBURG COUNTY, NC My Commission Expires 3-22-2020  |
|  | China Contraction of the Contrac |
|  | Corts  |
|  | My Commission Eurokes 3-22-2020  |
|  |  |

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### EXHIBIT A

(Premises Description)

Address: 8849 S BISHOP ST, CHICAGO, COOK, IL 60620

Parcel Identification Number: 25-05-111-015-0000

Client Code: 25471

THE LAND REFERRED TO HEREIN BELOW IS STITUATED IN THE COUNTY OF COOK, STATE OF LLI INOIS, AND IS DESCRIBED AS FOLLOWS: THE NORTH 10 FEET OF LOT 28 AND LOT 29 (EXCEPT THE NORTH 5 FEET) IN BLOCK 8 IN BLISS AND CHANEY'S SUBDIVISION OF BLOCK 1 AND 8 IN TELFORD BURNHAM'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address: 8909 S ABERDEEN ST, CHICAGO, COOK, IL 60620

Parcel Identification Number: 25-05-2 9 06-0000

Client Code: 25466

THE LAND REFERRED TO HEREIN BELOV IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 44 AND THAT PART OF LOT 45 LYING SOUTHERLY OF A LINE 40 FEET SCUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE SOUTHERLY MAIN TRACK OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY IN BLOCK 8 IN W.O. COLE'S SUBDIVISION OF THE NORTH 90.37 ACRES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RAILROAD IN COOK COUNTY, ILLINOIS.

Address: 8922 S LAFLIN ST, CHICAGO, COOK, IL 60620

Parcel Identification Number: 25-05-117-035-0000

Client Code: 25458

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE NORTH 28 FEET OF THE SOUTH 30 FEET OF LOT 5 (EXCEPT THAT PART TAKEN FOR ALLEY) IN BLOCK 11 IN E. L. BRAINERD'S SUBDIVISION OF TELFORD BURNHAM'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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### **UNOFFICIAL COPY**

Address: 8933 S ABERDEEN ST, CHICAGO, COOK, IL 60620

Parcel Identification Number: 25-05-219-008-0000

Client Code: 25447

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 25 IN BLOCK 60 IN ROGER'S RESUBDIVISION OF BLOCK 42, 43, LOTS 1 TO 16 IN BLOCK 44, LOTS 21 TO 25 IN BLOCK 58, BLOCKS 60 AND 61. 62 (EXCEPT LOTS 8 TO 14) AND LOT 45 BLOCK 63 (EXCEPT LOT 1 TO 14) AND BLOCK 80, 82, 83, 84 AND 85, IN WASHINGTON HEIGHTS IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE, 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO MAP OF SAID ROGERS REDUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 10, 1873 AS DOCUMENT NO. 94881 IN BOOK 4 OF PLATS, PAGE 47.

\*\*\*

Address: 9945 S LOWE AVE, CHICAGO, COOK, IL 60628

Parcel Identification Number: 25-09-365 340-0000

Client Code: 25454

THE LAND REFERRED TO HEREIN BELOW IN SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 30 EXCEPT THE SOUTH 15 FEET THEREOF) AND LOT 31 (EXCEPT THE NORTH 5 FEET THEREOF) IN BLOCK 21 IN BAST WASHINGTON HEIGHTS, 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.

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Address: 9959 S WALLACE ST, CHICAGO, COOK, IL 60628

Parcel Identification Number: 25-09-304-046-0000

Client Code: 25448

THE LAND REFERRED TO HERBIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 25 AND THE SOUTH 4.175 FEET OF LOT 26 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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### Street Address of Property

| • • | Address                           | City    | State | County | <b>Zi</b> p |
|-----|-----------------------------------|---------|-------|--------|-------------|
|     | 8849 S BISHOP ST                  | CHICAGO | IL    | СООК   | 60620       |
|     | 8909 S ABERDEEN ST                | CHICAGO | 1L    | COOK   | 60620       |
|     | 8922 S LAFLIN ST                  | CHICAGO | IL.   | COOK   | 60620       |
|     | 8933 S ABERDEEN ST                | CHICAGO | L     | соок   | 60620       |
|     | 9945 S LOWE AVE                   | CHICAGO | JL.   | COOK   | 60628       |
|     | 9959 S WALLACE ST                 | CHICAGO | 1L    | СООК   | 60628       |
|     | 9945 S LOWE AVE 9959 S WALLACE ST | Coup    |       |        | ÍŚ C        |