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Doc#. 1601149330 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/11/2016 10:41 AM Pg: 1 of 8

PREPARED B AND UPON RECORDATION RETURN TO:

Colony American Finance c/o Michelle Aileen Fallis 1920 Main St. Suite 850 Irvine, CA 92614

ASSIGNMENT OF SECURITY INSTRUMENT

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COLONY AMERICAN FINANCE LENGER, LLC, a Delaware limited liability company,

to

CAF TERM BORROWER MS, LLC a Delaware limited liability company

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 October 29, 2015, is made by COLONY AMERICAN FINANCE LENDER, LLC, a Delaware limited liability company, having an address at 515 South Flower St. 44th Floor, Los Angeles, CA 90071 ("Assignor"), in favor of CAF TERM BORROWER MS, LLC, a Delaware limited liability company, having an address at 515 South Flower St. 44th Floor, Los Angeles, CA 90071 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of October 29, 2015, executed by BROWNSTONE SEVEN, LLC, a Delaware limited diability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of FIVE HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$537,180.00) (the "Note") in connection with certain real property and improvements located thereon and described on Schedule I hereto and situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part here of ('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. <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 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, Ass	ignment of I	eases and F	Rents, Secur	ity Agreement and
Fixture Filing dated as of O of Assignor, as lender, and to	ctober 29, 2	015, execut	ed by Borro	wer for the bonefit
of Assignor, as lender, and	recorded on	11 / 12	2015	_, 2015 in the Real
Property Records of	Cook Co	ounty,' Illi	nois, as	Document No.
1531634021	(the "	Security In	strument"),	in respect of the
Premises.		_		-

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

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- Governing Law. With respect to matters relating to the creation, perfection and 3. 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.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- Heldings. 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.
- Interpretation. Whenever the context so requires in this Assignment, all words used 6. 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.
- Partial Invalidity. Each provision of his Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of circums...
 ent, or the applicat.
 it is held invalid or unem...

 [SIGNATURE PAGE FOLLOWS] 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 unento crable, shall not be affected by such invalidity or unenforceability.

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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:

COLONY AMERICAN FINANCE LENDER, LLC, a Delaware limited liability company

Name:

Property of Cook County Clark's Office

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tate of New York)	
county of New 1014) ss.:	
On the	to he iai
May Abli	
ignature and Office of individual aking acknowledgment	
MAGDALENA T WDOW!AK NOTARY PUBLIC-STATE OF NEW YORK No. 01WD6294038 Qualified in New York County My Commission Expires December 16, 2017	

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Property List

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40005 C Van Vilasingan	Chicago	11	60647	Cook
-	=			Cook
	•			Cook
•	-	IL	60617	Cook
6620 S Drexel Unit #1	_	IL	60617	Cook
6620 S Drexel Unit #2	Chicago	IL	60617	Cook
9110 S Essex	Chicago	1L	60617	Cook
9906 S Clyde	Chicago	IL	60617	Cook
Proposition of Co		75		Q
	10005 S Van Vlissingen 10021 S Calhoun 10100 S Van Vlissingen 10153 S Crandon 6620 S Drexel Unit #1 6620 S Drexel Unit #2	10005 S Van Vlissingen Chicago 10021 S Calhoun Chicago 10100 S Van Vlissingen Chicago 10153 S Crandon Chicago 6620 S Drexel Unit #1 Chicago 6620 S Drexel Unit #2 Chicago	10005 S Van Vilssingen Chicago IL 10021 S Calhoun Chicago IL 10100 S Van Vilssingen Chicago IL 10153 S Crandon Chicago IL 6620 S Drexel Unit #1 Chicago IL 6620 S Drexel Unit #2 Chicago IL 9110 S Essex Chicago IL 9906 S Clyde Chicago IL	10005 S Van Vlissingen Chicago IL 60617 10021 S Calhoun Chicago IL 60617 10100 S Van Vlissingen Chicago IL 60617 10153 S Crandon Chicago IL 60617 6620 S Drexel Unit #1 Chicago IL 60617 6620 S Drexel Unit #2 Chicago IL 60617

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A15-1647 – LEGAL DESCRIPTIONS

PARCEL 1:

LOT 4 (EXCEPT THE NORTH 18.75 FEET THEREOF) AND ALL OF LOT 5 IN BLOCK 3 IN SOUTH CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6. TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE. (EXCEPT RAILROAD LANDS), IN COOK COUNTY, ILLINOIS.

Property address: 9110 S. Essex Ave, Chicago, IL 60617

PIN 26-06-301-052-00 0

PARCEL 2:

THE NORTH 1/2 OF LOT 5 IN BLOCK 10 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 6620 S. Drexel Ave., Chicago, L. 60637

PIN: 20-23-121-029-0000

PARCEL 3:

LOT 33 IN VANS SUBDIVISION, BEING A SUBDIVISION OF BLOCK 15 OF CALUMET TRUSTS SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 12 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. -10/4'5

Property address: 10100 S. Van Vlissingen Road, Chicago, IL 60617

PIN: 25-12-449-033-0000

PARCEL 4:

THE NORTH 16.5 FEET OF LOT 31 AND 32 (EXCEPT THE NORTH 5.25 FEET THEREOF) IN BLOCK 24 IN CALUMET TRUST'S SUBDIVISION NO. 2, A RESUBDIVISION OF BLOCKS 158 AND 161 INCLUSIVE, 170 AND 173 INCLUSIVE IN SOUTH CHICAGO, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 922(45) IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND THE NORTHEAST 1/4 OF SECTION 12. TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Property address: 10021 S. Calhoun Ave., Chicago, IL 60617

PIN: 26-07-150-044-0000

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A15-1647 - LEGAL DESCRIPTIONS

PARCEL 5:

THE SOUTH 1/2 OF LOT 22 AND THE NORTH 27 FEET OF LOT 21 IN BLOCK 29 IN CALUMET TRUST'S SUBDIVISION OF SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER P'LAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NUMBER 9137462, IN COOK COUNTY, ILLINO'S.

Property address: 10153 S. Crandon, Chicago, IL 60617

PIN: 25-12-417-103-0000

PARCEL 6:

LOTS 1 AND 2 (EXCEPT THE SOUTHERLY 12-1/2 FEET OF LOT 2) IN BLOCK 16 IN CALUMET TRUST SUBDIVISION IN FRACTIONAL SECTION 12 BC7+1 NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE 1-1/2 PRINCIPAL MERIDIAN, AND IN FRACTIONAL SECTION 7 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLATTHEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT 9137462, IN COOK COUNTY, ILLINOIS.

Property address: 10005 S. Van Vllssingen Rd., Chicago, IL 60617

PIN: 25-12-408-039-0000

PARCEL 7:

LOT 34 (EXCEPT THE SOUTH 2 FEET 2 INCHES THEREOF) AND THE SOUTH 12 FEET 8 INCHES OF LOT 35 IN BLOCK 14 IN CALUMET TRUST'S SUBDIVISION IN SECTION 12, BOTH NORTH / NIP SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT 913/462, IN COOK COUNTY, ILLINOIS.

Property address: 9906 S. Clyde Ave, Chicago, IL 60617

PIN: 25-12-401-042-0000