

# UNOFFICIAL COPY

Doc#: 1601249224 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/12/2016 11:38 AM Pg: 1 of 8

**PREPARED BY:**

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**UPON RECORDATION RETURN TO:**

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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 21, 2015, executed by **M L Rod N Investment Group LLC**, an Illinois limited liability company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of three hundred twenty thousand and 00/100 Dollars (\$320,000.00) (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 July 21, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on August 19, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1523129001 / 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, covenants, agreements, conditions and obligations of the Security Instrument and the

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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]**

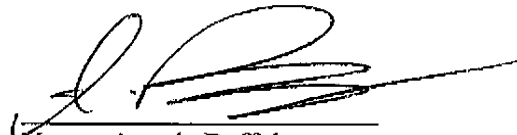
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

B2R FINANCE L.P., a Delaware limited partnership

By:



Name: Angela Buffaloe

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

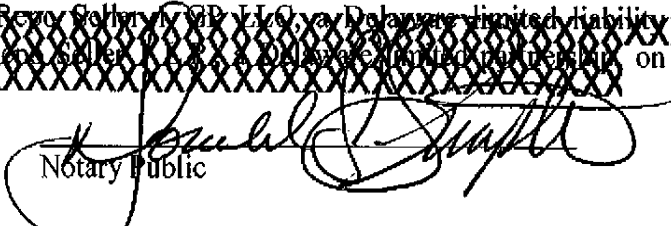
EXHIBIT A, Premises Description

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STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 27 day of October, 2015, by Angela Buffaloe, the Authorized Signatory, of B2R Finance L.P., a Delaware limited partnership, the only member of B2R Buyout Solutions SP, LLC, a Delaware limited liability company, the general partner of B2R Finance L.P., 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)

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Address: 126 E 119TH PLACE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number: 25-27-101-036-0000  
 Client Code: 24776

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 36 IN ROSELAND SQUARE, BEING A SUBDIVISION OF BLOCK 8 OF FIRST ADDITION TO KENSINGTON IN FRACTIONAL SECTION 27, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1925 AS DOCUMENT 9023582, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address: 153 E 121ST PLACE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number: 25-27-124-006-0000  
 Client Code: 24778

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE NORTH 135 FEET OF THE SOUTH 141 FEET OF THE NORTH 190.5 FEET OF THE EAST 35.5 FEET OF THE WEST 224 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF BLOCK 15 IN FIRST ADDITION TO KENSINGTON IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address: 10144 S PRINCETON AVE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number: 25-09-417-036-0000  
 Client Code: 24780

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 67 IN FRANK DELUGACH'S PRINCETON PARK ADDITION, BEING A SUBDIVISION OF BLOCKS 21 AND 22 (EXCEPT LOT 1 AND EXCEPT THE SOUTH 125 FEET OF SAID BLOCK 22 AND EXCEPT THE WEST 17 FEET OF SAID BLOCKS 21 AND 22) IN FERN WOOD BEING A RESUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN COOK COUNTY, IN THE STATE OF ILLINOIS.

\*\*\*

Address: 10817 S PRAIRIE AVE, CHICAGO, COOK, IL 60628  
 Parcel Identification Number: 25-15-313-006-0000  
 Client Code: 24777

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE NORTH 1

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FOOT OF THE LOT 38, AND ALL OF LOT 39, AND THE SOUTH 4 FEET OF LOT 40, IN BLOCK 3 IN SECOND MANUAL TRAINING SCHOOL ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address: 13230 CARONDOLET AVE, CHICAGO, COOK, IL 60633

Parcel Identification Number: 26-31-115-031-0000

Client Code: 24779

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 13 IN COX'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37, NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

THIS BEING THE SAME AND INTENDED TO BE THE SAME PROPERTY AS CONVEYED TO GRANTOR HEREIN BY SPECIAL WARRANTY DEED DATED JUNE 24, 2014 AND RECORDED IN INSTRUMENT #1422310011, COOK COUNTY, IL, RECORDER OF DEEDS.

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Cook County Clerk's Office