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Doc#. 1601957080 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/19/2016 10:02 AM Pg: 1 of 7

### PREPARED EY:

Karen J. Wade Alston & Bird LLP 2828 N. Harwood Sune 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

Clart's Office **B2R FINANCE L.P.,** a Delaware limited partnership

ťo

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

1601957080 Page: 2 of 7

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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 1950, 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 10, 2015, executed by MPH1 LLC, a Utah limited liability company ("Borrower") and made payable to the order of Assignor, in the stated principal amount of eight hundred seventy-six thousand and 00/100 Dollars (\$876,000.00) (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>interalia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assigner 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 we bereby 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 an infter the date hereof:

That certain Mortgage dated as of June 10, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on June 18, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1516955034 / Book N/A / Page N/A (the "Security Instrument"), in respect of the Premises.

Loan No.: 30293715

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 and the

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) – Page 1 35440577-MPH1 LLC

1601957080 Page: 3 of 7

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Assignment of Security Instrument required to be observed or performed by Assignor thereunder.

- 3. <u>Representations and Warranties of Assignor.</u> 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. <u>Successors and Assigns</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.: 30293715

1601957080 Page: 4 of 7

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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:

DOOP OF

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

1601957080 Page: 5 of 7

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STATE OF NOVAN CArolina
COUNTY OF Mcklenburg
The foregoing instrument was acknowledged before me this 27day of October
2015, by Angela Buffaloe, the Authorized Signatory, of B2R Finance L.P., a Delaware limited
partnership, In xxxix introduct at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Notary Public  Daint Names
My commission expires:  Print Name:
904
DONALD J SUMPTER NOTARY PUBLIC MECKLENBURG COUNTY, NC My Commission Expires 3-72-2020
75

1601957080 Page: 6 of 7

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## **EXHIBIT A**

(Premises Description)

Property of Cook County Clerk's Office

1601957080 Page: 7 of 7

# **UNOFFICIAL COPY**

Address: 4015 Richmond Ct, Matteson, Cook,IL 60443

Parcel Identification Number: 31-27-205-011-0000

Client Code: 22184

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 108 IN LINCOLN TERRACE SUBDIVISION PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

