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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/04/2016 03:31 PM Pg: 1 of 4

Bofi Federal Bank
c/o Kyle Haring
4350 La Jolla Village Drive
Suite 140, Mail Stop C&I - 7
San Diego, CA 92122

- INTERNATIONAL
39 W 37th St 3 Floor
NY NY 10018
- PROPERTY: 1657 W DIVISION ST 1st Floor Chicago IL 60622
- PIN: 17-06-407-007-0000

THIS SPACE ABOVE FOR RECORDER'S USE

656325

COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (the "Assignment"), effective as of December 30, 2015, from UNITY FUNDING SPE, LLC, a Delaware limited liability company, whose address is 830 Third Avenue, 9th Floor, New York, NY 10022 (the "Assignor"), to BOFI FEDERAL BANK, having an address of 4350 La Jolla Village Dr., #100, San Diego, CA 92122 (the "Assignee").

RECITALS

WHEREAS, 1657 LLC, an Illinois limited liability company (the "Debtor"), executed that certain Mortgage and Security Agreement (the "Mortgage"), dated as of December 30, 2015, and recorded in the Clerk's Office of Cook County, Illinois, as Instrument # Simultaneously, in connection with a loan from Assignor to Debtor, to secure payment of an aggregate amount of \$350,000 according to the terms and provisions of that certain Promissory Note dated December 30, 2015, in the original principal amount of \$350,000 (as amended, supplemented, extended, restated, replaced or otherwise modified from time to time, collectively, the "Note").

WHEREAS, pursuant to that certain Master Loan and Security Agreement dated as of April 9, 2014, between Assignee and Assignor (the "Loan Agreement"), the Note has been endorsed by Assignor to Assignee, and Assignee is the holder thereof for collateral security for the Assignor's obligations under the Loan Agreement.

NOW THEREFORE, for value received, the sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee for collateral security, without recourse, the Mortgage and all other documents executed by Debtor in connection with the Note, together with all sums now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all powers, covenants and provisos therein contained. The Mortgage encumbers that certain property situated in the County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the Mortgage and the property therein and hereinafter described, unto Assignee forever, subject to the terms and conditions thereof. Hereafter, it is contemplated that upon satisfaction of Assignor's payment obligations under the Loan Agreement, the Assignee may release its security interest in the Mortgage and return the Mortgage.

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UNOFFICIAL COPY

This Assignment and the covenants herein shall inure to the benefit of and extend to and be binding upon the successors and assigns of the respective parties hereto.

[SIGNATURE PAGE TO FOLLOW]

Property of Cook County Clerk's Office



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EXHIBIT A

PROPERTY - LEGAL DESCRIPTION

The following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

The East $\frac{1}{2}$ of Lot 12 in Block 2 in Johnston's Subdivision of the East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID: 17-06-407-002-0000

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