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Doc#. 1611108096 Fee: \$68.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/20/2016 01:46 PM Pg: 1 of 11

PREPARED BY 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

hv

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

to

CAF TERM BORROWER MS, LLC a Delaware limited liability company

Dated: As of March 11, 2016

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 March 11, 2016, 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 March 11, 2016, executed by WPCP LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION EIGHT HUNDRED THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,603,200.00) (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 hereof (the "Premises"); and

WHEREAS, the Note is secure, 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 presoises 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:

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.
- 5. deadings. 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 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 this Assignment shall be valid and enforceable 7. to the fullest extent permitted by law. If any provision of this Assignment or the application of nt, or the application it is held invalid or unear it is h 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.

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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

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County of New York) ss.:
On the 20 day of March in the year 2016, before me, the undersigned, personally appeared J. Christopher Hoeffel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Signature and Office of individual taking acknowledgment TAMIKO J. SHELL-LLOVD Hotery Public - Sale of New York No. 019-18-32036 Qualified in New York County Ny Commission Expires April 28, 2018

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SCHEDULE I

(Attached)

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SCHEDULE I

Address 3331 WASHINGTON ST. 4241 ARLINGTON DR. 4246 CLARK DR.	City LANSING RICHTON PARK RICHTON PARK	State IL IL IL	County COOK COOK COOK	Zip 60438 60471 60471
4512 POPLAR ST. 17820 OAKWOOD AVE.	RICHTON PARK LANSING	IL IL	COOK	60471 60438
17915 WALTER ST.	LANSING	IL	соок	60438
22627 RIDGEWAY AVE	RICHTON PARK	IL.	соок	60471
22628 CLANTMOON AVE	RICHTON PARK	IL	COOK	60471
22628 CLARENDON AVE				

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EXHIBIT A

(Premises Description)

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Address: 17820 OAKWOOD AVE., LANSING, COOK,IL 60438

Parcel Identification Number: 30-31-201-044-0000

Client Code: 38489

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 10 AND 11 IN BLOCK 1 IN SEMMELHAACK AND RUST'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address 17915 WALTER ST., LANSING, COOK,IL 60438

Parcel Idenufication Number: 30-32-108-035-0000

Client Code: 38490

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 4 AND THE NORTH 10 FEET OF LOT 5 IN BLOCK 6 IN LANSING TERRACE, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 22627 RIDGEWAY AVE, RICHTON FARK, COOK,IL 60471

Parcel Identification Number: 31-35-114-030-0000

Client Code: 38491

THE LAND REFERRED TO HEREIN BELOW IS SITUATED !: THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 17 (EXCEPT THE SOUTH 40 FEET) AND LOT 18 IN BLOCK 14 IN O. REUTER AND COMPANYS RICHTON PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 3(, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Office

Address: 22628 CLARENDON AVE, RICHTON PARK, COOK,IL 60471

Parcel Identification Number: 31-34-102-013-0000

Client Code: 38492

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 13 IN RICHTON CROSSINGS UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address: 3331 WASHINGTON ST., LANSING, COOK, IL 60438

Parcel Identification Number: 30-32-117-024-0000

Client Code: 38471

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 6 IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 LYING NORTH OF THE NORTHEASTERLY RIGHT OF WAY OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST LOUIS RAILROAD AND LYING SOUTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE OF SAID EAST 1/2 1581.05 FRET SOUTH OF THE NORTHEAST CORNER T/ EF EOF TO A POINT IS THE WEST LINE OF SAID EAST 1/2 1583.55 FEET SOUTH OF THE NORTHWEST CORNER THEREOF IN SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 OF THE TURD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4241 ARLINGTON DR., RICHTON PARK, COOK, IL 60471

Parcel Identification Number: 31-27-410-031-0000

Client Code: 38473

THE LAND REFERRED TO HEREIN BELOW IS SUPPLYED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 128 IN RICHTON HILLS FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 78 ACRES THEREOF) OF SECTION 27, TOWNSHIP 35 NOFTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS. 'lort's

Address: 4246 CLARK DR., RICHTON PARK, COOK, IL 60471

Parcel Identification Number: 31-27-403-020-0000

Client Code: 38474

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 20 IN RICHTON HILLS SUBDIVISION (S) PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST-OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4512 POPLAR ST., RICHTON PARK, COOK,IL 60471

Parcel Identification Number: 31-27-313-013-0000

Client Code: 38475

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 370 IN RICHTON HILLS 2ND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35

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NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 4, 1969 AS DOCUMENT NUMBER 2434295, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED MARCH 12, 1989 AS DOCUMENT NUMBER 2439592, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MAY 6, 1969 AS DOCUMENT NUMBER 2449349, IN COOK COUNTY, ILLINOIS.

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