

# UNOFFICIAL COPY

Doc#: 1612357130 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/02/2016 12:55 PM Pg: 1 of 9

**PREPARED BY:**

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

**B2R REPO SELLER 1 OWNER L.P.,  
a Delaware limited partnership**

to

**B2R FINANCE L.P.,  
a Delaware limited partnership**

**Dated: November 24, 2015**

**State: Illinois**

**County: Cook**

# UNOFFICIAL COPY

## 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 REPO SELLER 1 OWNER L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee" and/or "B2R").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of July 1, 2015, executed by **GMPI Chicago Fund 1 LLC**, a Illinois limited liability company ("Borrower") and made payable to the order of B2R, predecessor-in-interest to Assignor, in the stated principal amount of three hundred fifty-one thousand and 00/100 Dollars (\$351,000.00) (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 1, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on March 1, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1000155047 / Book N/A / Page N/A (the "Security Instrument"), in respect of the Premises.

# UNOFFICIAL COPY

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 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) 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]

# UNOFFICIAL COPY

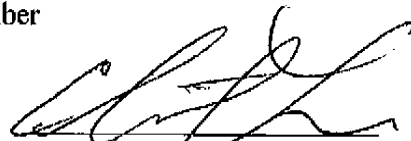
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:


B2R REPO SELLER 1 OWNER L.P., a Delaware limited partnership,


By: B2R Repo Seller 1 Owner GP LLC,  
Its general partner

By: B2R Finance L.P.,  
Its sole member

By:   
Name: Chris Lesmes  
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

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 27 day of October, 2015, by Chris Lesmes the Authorized Signatory, of B2R Finance L.P., a Delaware limited partnership, the sole member of B2R Repo Seller 1\*GP LLC, a Delaware limited liability company, the general partner of B2R Repo Seller 1\*L.P., a Delaware limited partnership, on behalf of said limited partnership.

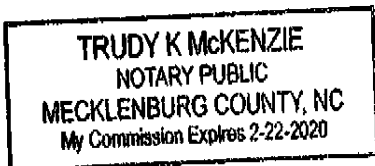
\*OWNER

Trudy K McKenzie  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_



# UNOFFICIAL COPY

## EXHIBIT A

(Premises Description)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 9 IN L. B. BAIRD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 20-26-228-023-0000

Commonly known as 7418 South Blackstone Avenue, Chicago, IL 60619  
However, by showing this address no additional coverage is provided

\*\*\*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 31 AND THE NORTH 8 FEET OF LOT 32 OF BLOCK 12 OF S.M. BLOSS AND COMPANY'S SUBDIVISION OF THE WEST HALF OF BLOCKS 3, 12, 17 AND 26 AND THE EAST HALF OF BLOCKS 4, 11, 18 AND 25, IN FERNWOOD, BEING A RESUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 25-09-413-027-0000

Commonly known as 10017 South Lasalle Street, Chicago, IL 60628  
However, by showing this address no additional coverage is provided

\*\*\*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN RESUBDIVISION OF LOT A (EXCEPT THE EAST 145 FEET THEREOF) IN FRANK L. JOHNSON'S NORTH SHELDON HEIGHTS SECOND ADDITION BEING A SUBDIVISION IN LOTS 51 AND 54 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 25-16-320-003-0000

# UNOFFICIAL COPY

Commonly known as 10907 South Eggleston Avenue, Chicago, IL 60628  
However, by showing this address no additional coverage is provided

\*\*\*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 8 FEET OF LOT 23 AND ALL OF LOT 24 IN BLOCK 46 IN WEST PULLMAN, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1891 AS DOCUMENT NUMBER 1590967 IN BOOK 53 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

Parcel ID: 25-28-225-018-0000

Commonly known as 12258 South Princeton, Chicago, IL 60628  
However, by showing this address no additional coverage is provided

\*\*\*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 16 IN BLOCK 3 IN HARVEY B. HURDS ADDITION TO WEST PULLMAN SAID ADDITION BEING A SUBDIVISION OF LOTS 4 AND 5 IN ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4, NORTH OF INDIAN BOUNDARY LINE IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 25-28-305-016-0000

Commonly known as 12327 South Parnell Avenue, Chicago, IL 60628  
However, by showing this address no additional coverage is provided

\*\*\*

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cook, STATE OF Illinois, AND IS DESCRIBED AS FOLLOWS:

LOT 13 AND 14 IN BLOCK 59 IN WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE BLUE ISLAND LAND AND BUILDING COMPANY AS RECORDED IN THE



# UNOFFICIAL COPY

RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 2 OF PLATS ON PAGES  
45 AND 46 AND 47 IN SECTION 18, 19, AND 20 IN TOWNSHIP 38 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel ID: 25-20-108-022-0000

Commonly known as 1462 West 112 Place, Chicago, IL 60643  
However, by showing this address no additional coverage is provided

\*\*\*

Property of Cook County Clerk's Office