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Doc#: 1616915007 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/17/2016 08:17 AM Pg: 1 of 7

PREPARED BY:

Colony American Finance
2450 Broadway, 6th Floor,
Santa Monica, CA 90404,
Attn: General Counsel

UPON RECORDATION RETURN TO:

OS National, LLC
2170 Satellite Blvd, Ste 200
Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF SUB REIT, INC.,
a Maryland corporation,

to

COLONY AMERICAN FINANCE 2016-1, LTD.,
a Cayman Islands exempted company

Dated: As of May 20, 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 the 20th day of May, 2016, is made by CAF SUB REIT, INC., a Maryland corporation, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 ("Assignor"), in favor of COLONY AMERICAN FINANCE 2016-1, LTD., a Cayman Islands exempted company, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of September 11, 2015 executed by DS III LLC, a Arizona limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of One Million Two Hundred Ninety One Thousand Nine Hundred Dollars and No Cents (\$1,291,900.00) (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 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:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 11, 2015, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on September 21, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1526419134, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

Loan # 17278

Assignment of Security Instrument (CAF Sub REIT to CAF 2016-1) – Page 1
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2. 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.

3. Governing Law. With respect to matters relating to the creation, perfection and 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.

4. 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. 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.

6. 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.

7. 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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Assignment of Security Instrument (CAF Sub REIT to CAF 2016-1) – Page 2
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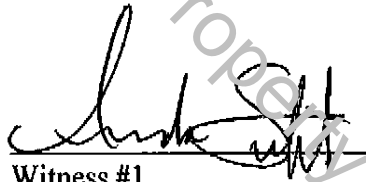
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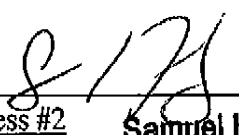
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

CAF SUB REIT, INC.,
a Maryland corporation

By: 
J. Christopher Hoeffel
Vice President


Witness #1
Print Name: Amanda Switt


Witness #2
Print Name: Samuel Harrity

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

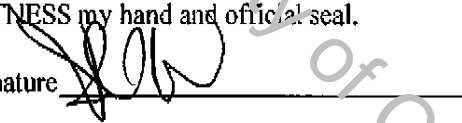
STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On May 2nd, 2016, before me, Danielle Wise, a Notary Public personally appeared J. Christopher Hoeffel, personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the City of New York, County of New York, State of New York.

WITNESS my hand and official seal.

Signature



(Notary Seal)

DANIELLE WISE
NOTARY PUBLIC-STATE OF NEW YORK
No 01W16194085
Qualified In New York County
My Commission Expires 09-29-2016

Clerk's Office

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EXHIBIT A

(Premises Description)

Property of Cook County Clerk's Office

Loan # 17278

EXHIBIT A, Premises Description

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EXHIBIT A

Commitment Number: 1328680

UNITS #1, #2, #3, AND #4 AS DEPICTED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 9 AND THE SOUTH 20 FEET OF LOT 10 IN WILLIAM AND DEYOUNG'S SUBDIVISION OF LOTS 4 TO 13, INCLUSIVE, AND LOTS 28 TO 44, INCLUSIVE, IN D.O. STRONG'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 15.08 CHAINS THEREOF, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1415434052, AND AS AMENDED BY DOCUMENT 1523956062, AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

FOR INFORMATION ONLY:

PINS: 20-03-425-011-0000 (AFFECTS UNDERLYING LAND)

NEW PINS: 20-03-425-033-1001 (AFFECTS UNIT #1)
20-03-425-033-1002 (AFFECTS UNIT #2)
20-03-425-033-1003 (AFFECTS UNIT #3)
20-03-425-033-1004 (AFFECTS UNIT #4)

C/K/A: 4639 S. ST. LAWRENCE AVE., #1, #2, #3 & #4 CHICAGO IL 60653

Cook County Clerk's Office