

# UNOFFICIAL COPY

Doc#. 1616928003 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/17/2016 09:25 AM Pg: 1 of 10

**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 TERM BORROWER MS, LLC,**  
a Delaware limited liability company,

to

**COLONY AMERICAN FINANCE LENDER, LLC,**  
a Delaware limited liability 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 20<sup>th</sup> day of May, 2016, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404 ("Assignor"), in favor of **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6<sup>th</sup> 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 January 14, 2016 executed by **6217 Kimbark LLC**, an individual resident of the State of Illinois ("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 Forty Two Thousand Five Hundred Dollars and No Cents (\$1,042,500.00) (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 January 14, 2016, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on January 21, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1602118022, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

Loan # 17594

Assignment of Security Instrument (CAF Term MS to CAFL) – Page 1  
#35666147

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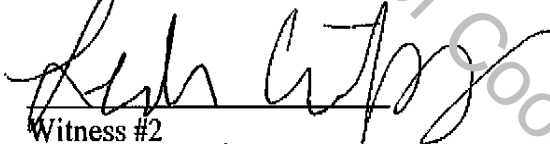
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

**CAF TERM BORROWER MS, LLC,**  
a Delaware limited liability company

By:   
Elizabeth O'Brien  
Chief Executive Officer

  
Witness #1 **Samuel Harity**  
Print Name: \_\_\_\_\_

  
Witness #2  
Print Name: **Leah Granovskaya**

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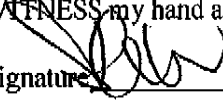
## ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On May 25<sup>th</sup>, 2016 before me, Danielle Wise, a Notary Public personally appeared Elizabeth O'Brien, 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

Notary of Cook County Clerk's Office

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## EXHIBIT A

(Premises Description)

Property of Cook County Clerk's Office

Loan # 17594

**EXHIBIT A, Premises Description**

# UNOFFICIAL COPY

Address : 6217 S KIMBARK - 1N, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1003

Client Code : 36059

UNIT 1N LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 6217 S KIMBARK - 1S, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1004

Client Code : 36060

UNIT 1S LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 6217 S KIMBARK - 2N, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1005

Client Code : 36061

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:UNIT 2-N AND PARKING SPACE P-5 IN THE 6217 SOUTH KIMBARK CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING TRACT OF LAND.LOT 22 IN BLOCK 5 IN THE SUBDIVISION OF BLOCKS 3 & 5 OF O.R. KEITH'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address : 6217 S KIMBARK - 2S, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1006

Client Code : 36062

UNIT 2S OF LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R KEITH SUBDIVISION OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 6217 S KIMBARK - 3N, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1007

Client Code : 36063

UNIT 3N OF LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address : 8217 S KIMBARK - 3S, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1008

Client Code : 36064

LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 8217 S KIMBARK - 4N, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1009

Client Code : 36065

UNIT 4N OF LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

\*\*\*

Address : 8217 S KIMBARK - 4S, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1010

Client Code : 36066

UNIT 4S OF LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R KEITH SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address : 8217 S KIMBARK - 6N, CHICAGO, COOK,IL 60637

Parcel Identification Number : 20-14-413-042-1001

Client Code : 36067

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UNIT GN. LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

Address : 8217 S KIMBARK - GS, CHICAGO, COOK, IL 60637

Parcel Identification Number : 20-14-413-042-1002

Client Code : 60768

UNIT GS OF LOT 22 IN SUBDIVISION OF BLOCK 5 IN O.R. KEITH SUBDIVISION OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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