

UNOFFICIAL COPY

Doc#: 1617256048 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/20/2016 10:55 AM Pg: 1 of 8

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

UNOFFICIAL COPY

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 TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6th 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, 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 October 29, 2015 executed by **Brownstone Seven, LLC**, a Delaware 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 Five Hundred Thirty Seven Thousand One Hundred Eighty Dollars and No Cents (\$537,180.00) (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 October 29, 2015, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on November 12, 2015 in the Real Property Records of Cook County, Illinois, as Document No. 1531634021, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

Loan # 17944

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

UNOFFICIAL COPY

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]

Loan # 17944

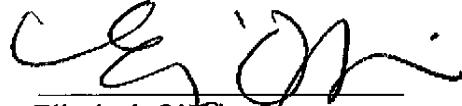
Assignment of Security Instrument (CAF Term MS to CAFL) – Page 2
#35666147


UNOFFICIAL COPY


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 Harrity**
Print Name: _____


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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On May 25th, 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 01WI6194085
Qualified In New York County
My Commission Expires 09-29-2016

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

(Premises Description)

Property of Cook County Clerk's Office

Loan # 17944

EXHIBIT A, Premises Description

UNOFFICIAL COPY

LEGAL DESCRIPTIONS

PARCEL 1:

LOT 4 (EXCEPT THE NORTH 18.75 FEET THEREOF) AND ALL OF LOT 5 IN BLOCK 3 IN SOUTH CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, (EXCEPT RAILROAD LANDS), IN COOK COUNTY, ILLINOIS.

Property address: 9110 S. Essex Ave., Chicago, IL 60617

PIN 26-06-301-052-0000

PARCEL 2:

THE NORTH 1/2 OF LOT 5 IN BLOCK 10 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 6620 S. Drexel Ave., Chicago, IL 60637

PIN: 20-23-121-029-0000

PARCEL 3:

LOT 33 IN VANS SUBDIVISION, BEING A SUBDIVISION OF BLOCK 15 OF CALUMET TRUSTS SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 12 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 10100 S. Van Vlissingen Road, Chicago, IL 60617

PIN: 25-12-449-033-0000

PARCEL 4:

THE NORTH 16.5 FEET OF LOT 31 AND 32 (EXCEPT THE NORTH 5.25 FEET THEREOF) IN BLOCK 24 IN CALUMET TRUST'S SUBDIVISION NO. 2, A RESUBDIVISION OF BLOCKS 158 AND 161 INCLUSIVE, 170 AND 173 INCLUSIVE IN SOUTH CHICAGO, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 9224451 IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Property address: 10021 S. Calhoun Ave., Chicago, IL 60617

PIN: 26-07-150-044-0000

UNOFFICIAL COPY

PARCEL 5:

THE SOUTH 1/2 OF LOT 22 AND THE NORTH 27 FEET OF LOT 21 IN BLOCK 29 IN CALUMET TRUST'S SUBDIVISION OF SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NUMBER 9137462, IN COOK COUNTY, ILLINOIS

Property address: 10153 S. Crandon, Chicago, IL 60617

PIN: 25-12-417-103-0000

PARCEL 6:

LOTS 1 AND 2 (EXCEPT THE SOUTHERLY 12-1/2 FEET OF LOT 2) IN BLOCK 16 IN CALUMET TRUST SUBDIVISION IN FRACTIONAL SECTION 12 BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN FRACTIONAL SECTION 7 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT 9137462, IN COOK COUNTY, ILLINOIS.

Property address: 10005 S. Van Vlissingen Rd., Chicago, IL 60617

PIN: 25-12-408-039-0000

PARCEL 7:

LOT 34 (EXCEPT THE SOUTH 2 FEET 2 INCHES THEREOF) AND THE SOUTH 13 FEET 8 INCHES OF LOT 35 IN BLOCK 14 IN CALUMET TRUST'S SUBDIVISION IN SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT 9137462, IN COOK COUNTY, ILLINOIS.

Property address: 9906 S. Clyde Ave, Chicago, IL 60617

PIN: 25-12-401-042-0000