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Doc#: 1617645005 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/24/2016 08:13 AM Pg: 1 of 9

PREPARED BY:
Colony American Finance
2450 Broadway, 5th 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

COLONY AMERICAN FINANCE, L.L.C.,
a Delaware limited liability company,

to

CAF SUB REIT, INC.,
a Maryland corporation

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 **COLONY AMERICAN FINANCE, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 ("Assignor"), in favor of **CAF SUB REIT, INC.**, a Maryland corporation, 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 March 11, 2016 executed by **WPCP LLC**, an individual resident 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 Eight Hundred Three Thousand Two Hundred Dollars and No Cents (\$1,803,200.00) (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 March 11, 2016, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on March 24, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1608429071, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

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Assignment of Security Instrument (CAF Finance to CAF Sub REIT) – 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]

Loan # 18391

Assignment of Security Instrument (CAF Finance to CAF Sub REIT) – Page 2
#35666801


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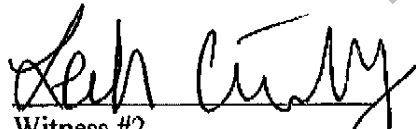
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

COLONY AMERICAN FINANCE, LLC
a Delaware limited liability company

By: 
Elizabeth O'Brien
Chief Executive Officer


Witness #1
Print Name: Amanda Swift


Witness #2
Print Name: Leah Granovskaya

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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

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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 Identification 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 6 IN BLOCK 6 IN LANSING TERRACE, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address : 22627 RIDGEWAY AVE, RIGHTON PARK, COOK,IL 60471

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

Client Code : 38491

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN 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 COMPANY'S RIGHTON PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address : 22628 CLARENDON AVE, RIGHTON 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 RIGHTON 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 FEET SOUTH OF THE NORTHEAST CORNER THEREOF TO A POINT IN 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 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Parcel Identification Number : 31-27-410-051-0000

Client Code : 38473

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 156 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 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 A 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, 1969 AS DOCUMENT NUMBER 2439592, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MAY 6, 1969 AS DOCUMENT NUMBER 2449349, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office