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Doc#. 1620222208 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/20/2016 01:19 PM Pg: 1 of 7

Prepared By: **B2R Finance LP** 4201 Congress Street, Ste. 475 Charlotte, NC 28209

After Recording Return To: OS National Title and Escrow 2170 Satellite Blve. # 220 Duluth, GA 30097

> 30 Ox ASSIGNMENT OF SECURITY INSTRUMENT

by

P2R FINANCE L.P., a Delay are limited partnership,

B2R REPO SELLER 1. V.P., a Delaware limited partnership -7674'S OFFICO

Dated: As of April 28, 2016

State: Illinois

County: Cook

1620222208 Page: 2 of 7

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#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 28th day of April, 2016, is made by **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R REPO SELLER 1, L.P.**, a Delaware limited partnership, having an address at, 4201 Congress Street, Suite #475, Charlotte, North Carolina 28200 ("Assignee").

#### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of April 28, 2016, executed by VMU PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("Borrower"), and made payable to the order of Assignor in the stated principal amount of one hundred twenty-nine thousand seven hundred (\$129,700.00) (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  $g_{110}$ , 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 get forth and for other good and valuable consideration, the receipt and sufficiency of which are nereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assigner in and to the following described instrument, and does hereby grant and delegate to Assignee, its cuccessors 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 dated as of April 28, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on May 2, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1612356110 (the "Security Instrument"), in respect of the Premises.

2. <u>Assumption</u>. 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,

1620222208 Page: 3 of 7

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covenants, agreements, conditions and obligations of the 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
  - 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 Strite 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. <u>Headings</u>. 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. <u>Interpretation</u>. 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]

1620222208 Page: 4 of 7

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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:

B2R FINANCE L.P., a Delaware limited

partnership

By:

anse: John B. Coffey

Title: Authorized Signatory

Witness #1

Witness

Justin Parker

Address:

4201 Congress Street, Suite #475 Charlotte, North Carolina 28209

Attn: General Counsel

Facsimile No.: (704) 228-00:0

1620222208 Page: 5 of 7

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#### ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2016 by John B. Coffey, the Authorized Signatory, of B2R Finance L.P., a Delaware limited partnership, on behalf of said limited partnership.

Notary Public

Print Name:

My commission expires:

SANDRA C BOWERS

NOTARY PUBLIC

Mecklenburg County

North Carolina

My Commission Expires Feb. 2, 2021

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1620222208 Page: 6 of 7

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### **EXHIBIT A**

(Premises Description)

Property of Cook County Clerk's Office

1620222208 Page: 7 of 7

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#### Exhibit A

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

THE SOUTH 16 FEET OF LOT 13 AND THE NORTH 17 FEET OF LOT 14 IN ENGER'S COOK AND HOLINGER'S SUBDIVISION OF LOT 6 IN CONRAD SEIPP'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcer ID: 20-25-112-015-0000

Commonly known as 7204 Cornell Avenue, Chicago, IL 60649
However, by showing this address no additional coverage is provided