

# UNOFFICIAL COPY

Doc#: 1624639026 Fee: \$90.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/02/2016 08:31 AM Pg: 1 of 7

---

## ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

---

CALMWATER CAPITAL 3, LLC,

(Assignor)

to

U.S. REAL ESTATE CREDIT HOLDINGS III, LP,

(Assignee)

**Dated:** As of [\_\_\_\_], 2016

After Recording Return to:  
U.S. Real Estate Credit Holdings III, LP  
11755 Wilshire Boulevard, #1425  
Los Angeles, CA 90025  
Attention: Dean Chang, Esq.

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW THAT CALMWATER CAPITAL 3, LLC, a California limited liability company, having an address at 11755 Wilshire Boulevard, Suite 1425, Los Angeles, CA 90025 (together with its successors and permitted assigns, "*Assignor*"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to U.S. REAL ESTATE CREDIT HOLDINGS III, LP, an Irish limited partnership, having an address at 11755 Wilshire Boulevard, Suite 1425, Los Angeles, CA 90025 ("*Assignee*"), all right, title and interest of Assignor in, to and under or arising out of that certain Mortgage, Security Agreement and Financing Statement more particularly described on Schedule attached hereto and made a part hereof (as may be amended from time to time in accordance with its terms, the "*Security Instrument*"), which document relates to certain interests in the real property located in the County of Cook and the State of Illinois (the "*Property State*"), more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

Assignor represents to Assignee that: (1) Assignor is the holder of one hundred percent (100%) of the legal and beneficial interests in the Security Instrument, free and clear of any lien, security interest or other encumbrance, (2) the execution and delivery of this Assignment was duly authorized by all necessary action on the part of Assignor, (3) the principal amount secured by said Security Instrument is as set forth in Schedule 1 hereto, and (4) Assignee is not acting as a nominee of the mortgagor and the Security Instrument being assigned continues to secure a bona fide obligation with the principal amount set forth in Schedule 1 hereto as of the date hereof.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

This Assignment shall be governed by and construed in accordance with the internal laws of the Property State.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Mortgage, Security Agreement and Financing Statement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Assignor:

**CALMWATER CAPITAL 3, LLC,**  
a California limited liability company

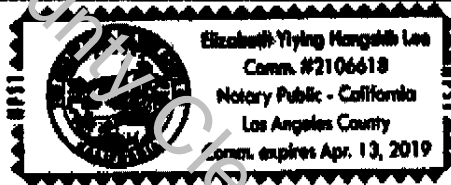
By: Calmwater Asset Management, LLC,  
a Delaware limited liability company,  
its Investment Manager

By: *David Traversi*  
Name: DAVID TRAVERSI  
Title: AUTHORIZED AGENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

: SS.:



On the 14<sup>th</sup> day of AUGUST in the year 2016, before me, ELIZABETH YINYING HONESHUIT LEE, a notary public, personally appeared DAVID TRAVERSI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of LOS ANGELES CALIFORNIA

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires:  
APRIL 13, 2019

*Elizabeth Yinying Honeshuit Lee*  
Signature

ELIZABETH YINYING HONESHUIT LEE  
Notary Public

# UNOFFICIAL COPY

## SCHEDULE 1

### **Schedule of Security Instrument**

1. Mortgage, Security Agreement and Financing Statement, by RCP HOTEL OWNER, LLC, a Delaware limited liability company, for the benefit of CALMWATER CAPITAL 3, LLC, a California limited liability company, dated as of July 14, 2016, and recorded on July 15, 2016 as Instrument No. 1619745029 in the Official Records of the County of Cook, State of Illinois.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

NH PARCEL 1:

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 62.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 2.88 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.91 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.81 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 32.75 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE 97.04 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 54.31 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS, 59.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46 SECONDS WEST, 43.22 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS WEST, 18.18 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;

# UNOFFICIAL COPY

THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.67 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 7.03 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 42.26 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST, 49.58 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 27.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 11,451 SQ. FT.

## NH PARCEL 2:

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +239.12 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 199 SQ. FT. PER FLOOR.

## NH PARCEL 3:

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +239.12 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS. CONTAINING 53,729 SQ. FT.

## PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED AS OF MAY 6, 2003 AND RECORDED AUGUST 14, 2003 AS DOCUMENT 0322645090 MADE BY AND BETWEEN FEDERAL RESERVE BANK OF CHICAGO, A FEDERALLY CHARTERED CORPORATION AND LASALLE-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND UPON THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 30, 2012 AS DOCUMENT 1221210136 AND FURTHER AMENDED AND RELOCATED BY SECOND AMENDMENT RECORDED APRIL 16, 2014 AS DOCUMENT 1410616039.

## PARCEL 3:

# UNOFFICIAL COPY

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2, 4.2 AND 5.2 OF THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN UST PRIME III OFFICE OWNER, LLC, UST PRIME III HOTEL OWNER, L.P. AND RCP HOTEL OWNER, LLC RECORDED AS DOCUMENT NO. 1418916002.

COMMONLY KNOW AS: 208 SOUTH LASALLE, CHICAGO, ILLINOIS 60604

PIN NOS.:

17-16-220-016-0000

17-16-220-018-0000

17-16-220-020-0000

17-16-220-021-0000

Property of Cook County Clerk's Office