

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/20/2016 11:17 AM Pg: 1 of 8

**PREPARED BY:**

Colony American Finance  
515 South Flower Street, 44<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: General Counsel

**UPON RECORDATION RETURN TO:**

Colony American Finance  
1920 Main Street, Suite 850  
Irvine, CA 92614  
Attn: Michelle Aileen Fallis

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

**COLONY AMERICAN FINANCE LENDER, LLC,  
a Delaware limited liability company,**

to

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

Dated: As of October 27 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 27 day of ~~October~~, 2016, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44<sup>th</sup> Floor, Los Angeles, CA 90071 ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44<sup>th</sup> Floor, Los Angeles, CA 90071 ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of September 30, 2016, executed by JVA ONE, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION FOUR HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,462,500.00) (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 September 30, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on October 27, 2016 as Document Number 1030157029 with the Cook County, Illinois Recorder of Deeds (the "Security Instrument"), in respect of the Premises.

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2. Assumption. 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, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

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]

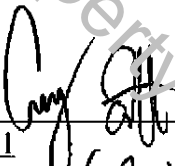
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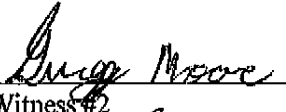
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

**COLONY AMERICAN FINANCE  
LENDER, LLC,**  
a Delaware limited liability company

By:   
J. Christopher Hoeffel  
Vice President

  
Witness #1  
Print Name: C. Scott

  
Witness #2  
Print Name: Gregg Moore

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## ACKNOWLEDGMENT

STATE OF New York )

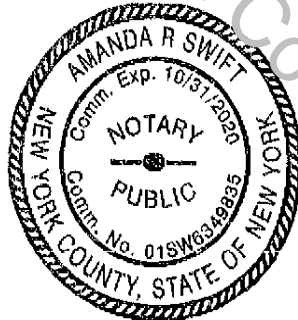
COUNTY OF New York ) ss.:

On December 7, 2016, before me, Amanda R. Swift, a Notary Public personally appeared J. Christopher Hoeffel, as 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 *Amanda R. Swift*

(Notary Seal)



NEW YORK County Clerk's Office

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## EXHIBIT A

(Premises Description)

PARCEL 1: INTENTIONALLY OMITTED.

PARCEL 2:

UNIT 409 "S" TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LAKE RUN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24489033, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 16 EAST OLD WILLOW ROAD, UNIT 409S, PROSPECT HEIGHTS, IL 60070,

PIN NO. 03-24-100-037-1115.

PARCEL 3:

THE SOUTH 18 3/4 FEET OF LOT 3 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN JOHNSTON & COX'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 1752 NORTH HUMBOLT BOULEVARD, CHICAGO, IL 60647,

PIN NO. 13-36-319-027.

PARCEL 4: LOT 23 IN J. E. MERRION'S COUNTRY CLUB HILLS UNIT NO. 13, A SUBDIVISION OF PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1971 AS DOCUMENT NUMBER 2582610 IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 17641 SYCAMORE AVENUE, COUNTRY CLUB HILLS, IL 60478,

PIN NO. 28-34-218-003.

PARCEL 5: INTENTIONALLY OMITTED.

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PARCEL 6: INTENTIONALLY OMITTED.

PARCEL 7:

UNIT 817 IN BOARDWALK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 TO 3, 11 TO 16 IN C. U. GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND THAT PART VACATED SCHOOL TRUSTEES' SUBDIVISION BETWEEN SAID LOTS IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "C", TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25120912 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED .2916 PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 4343 NORTH CLARENDON AVENUE, UNIT 817, CHICAGO, IL 60613,

PIN NO. 14-16-300-032-1405.

PARCEL 8:

PARCEL A: THAT PART OF LOTS 3 AND 4 (EXCEPT THE WEST 2 FEET THEREOF) TAKEN AS A TRACT, LYING SOUTH ON A LINE DRAWN FROM A POINT IN THE EAST LINE THEREOF, 39.07 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, TO A POINT IN THE WEST LINE THEREOF, 39.89 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT (EXCEPTING THE SOUTH 20 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL B: THE SOUTH 20 FEET OF THE EAST HALF OF LOT 3, IN COOK COUNTY, ILLINOIS.

PARCEL C: EASEMENTS FOR THE BENEFIT OF PARCELS A AND B AFORESAID, AS SET FORTH AND DEFINED IN DOCUMENT NUMBER 17065929; ALL IN BLOCK 2 IN THE FIRST ADDITION TO THE BRONX, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 4709 CHURCH STREET, UNIT D, SKOKIE, IL 60076,

PIN NO. 10-15-301-068.

PARCEL 9:

PARCEL A: UNIT E105 IN BRITTANY PLACE CONDOMINIUM AS DELINEATED ON A

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SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN GRETA LEDERER DEVELOPMENT CO.'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 25, 1966 AS DOCUMENT 2283027, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT AS EXHIBIT "C" TO THE DECLARATION FOR BRITTANY PLACE, INCLUDING MATTERS RELATING TO THE BRITTANY PLACE CONDOMINIUM RECORDED MAY 19, 1994 AS DOCUMENT 94451607 AS AMENDED BY RECHARACTERIZATION AMENDMENT NO. 1 RECORDED JUNE 24, 1994 AS DOCUMENT 94556621; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A FOR PEDESTRIAN INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION FOR BRITTANY PLACE, INCLUDING MATTERS RELATING TO THE BRITTANY PLACE CONDOMINIUM RECORDED MAY 19, 1994 AS DOCUMENT 94451607 AS AMENDED BY RECHARACTERIZATION AMENDMENT NO. 1 RECORDED JUNE 24, 1994 AS DOCUMENT 94556621, AND AS CREATED BY DEED FROM LASALLE NATIONAL TRUST, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 118581 TO HAROLD GIBSON AND CHARLES KENNETH KOSTRYA RECORDED JULY 12, 1995 AS DOCUMENT 95450181.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 711 EAST FALCON DRIVE, UNIT 105, ARLINGTON HEIGHTS, IL 60005,

PIN NO. 08-15-301-005-1095.

PARCEL 10:

LOT 4 IN LAKE LOUISE APARTMENTS 4TH ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS 5644 WEST 105TH STREET, OAK LAWN, IL 60453,

PIN NO. 24-17-201-045.