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Doc#: 1635815049 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/23/2016 10:31 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

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

to

COLONY AMERICAN FINANCE, LLC,
a Delaware limited liability company

Dated: As of November 15, 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 15th day of November, 2016, is made by **COLONY AMERICAN FINANCE LENDER, 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, 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 June 17, 2016 executed by **CGA Chicago, LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of three million ninety-seven thousand fifty dollars (\$3,097,050.00) (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 June 17, 2016, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on October 14, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1628816094, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

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:

Loan # 18742

Assignment of Security Instrument (CAF Lender to CAF Finance)– Page 1
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(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 # 18742

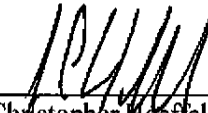
Assignment of Security Instrument (CAF Lender to CAF Finance)- Page 2
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

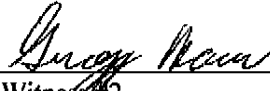
**COLONY AMERICAN FINANCE
LENDER, LLC,**
a Delaware limited liability company

By: 

J. Christopher Hoefel
Vice President



Witness #1
Print Name: C. Scott



Witness #2
Print Name: Gregory Moore

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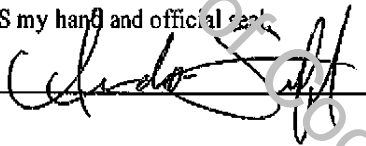
ACKNOWLEDGMENT

STATE OF New York)

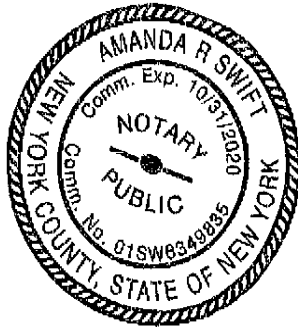
COUNTY OF New York) ss.:

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 

(Notary Seal)



Sealed by New York County Clerk's Office

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EXHIBIT A

(Premises Description)

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Loan # 18742

EXHIBIT A, Premises Description

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EXHIBIT A

(Premises Description)

PARCEL 78: LOTS 1 AND 2 IN BLOCK 10 IN LAMBERT TREE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION PURPOSES ONLY WE NOTE: COMMONLY KNOWN AS: 3901-03 WEST JACKSON BLVD, CHICAGO, IL 60624
PIN: 16-14-108-011

PARCEL 81: LOT 99 IN APPLE TREE OF COUNTRY CLUB HILLS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1969 AS DOCUMENT 21045222, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION PURPOSES ONLY WE NOTE: COMMONLY KNOWN AS: 3721 WEST 171ST PLACE, COUNTRY CLUB HILLS, IL 60478
PIN: 28-26-306-012

PARCEL 82A: THAT PART PARCEL 55 IN PROVINCETOWN HOMES UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF PARCEL 55; THENCE EAST ALONG THE NORTH LINE OF PARCEL 55 FOR A DISTANCE OF 30.27 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A PARTY WALL EXTENDED NORTH; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG AN EXTENSION OF AND THE CENTER LINE OF A PARTY WALL FOR A DISTANCE OF 12.52 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 0.20 FEET TO A POINT IN THE CENTER LINE OF PARTY WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF A PARTY WALL AND AN EXTENSION THEREOF FOR A DISTANCE OF 51.48 FEET TO A POINT IN THE SOUTH LINE OF PARCEL 55; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 55, 30.47 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE WEST LINE OF PARCEL 55, 64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 82B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 21023538 AND AS CREATED BY DEED RECORDED AS DOCUMENT NO. 23919434, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATION PURPOSES ONLY WE NOTE: COMMONLY KNOWN AS: 4551 PROVINCETOWN DRIVE, COUNTRY CLUB HILLS, IL 60478
PIN: 31-03-202-136

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PARCEL 83: LOT 6 IN BLOCK 4 IN FORD HOMES, A SUBDIVISION OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH,
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

FOR INFORMATION PURPOSES ONLY WE NOTE: COMMONLY KNOWN AS: 443
MANISTEE, CALUMET CITY, IL 60409
PIN: 30-07-129-006

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