## FIDELITY NATIONAL TITLE

50150301590

Prepared By: Finance of America Commercial LLC 4201 Congress Street, Ste. 475 Charlotte, NC 28209

After Recording Return To: **Boston National Title Agency** 129 West Trade St., 9th Floor Charlotte, NC 28202



¦Doc# 1712549040 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

ICOOK COUNTY RECORDER OF DEEDS

DATE: 05/05/2017 09:54 AM PG: 1 OF 6

ASSIGNMENT OF SECURITY INSTRUMENT COLLA

by

Finance of America Commercial LLC,

a Delawarz limited liability company,

B2R REPO SELLEK 2P, L.P., a Delaware limited paragership

Control Office Dated: As of February 15, 2017

State: Illinois

County: Cook

#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 15th day of February, 2017, is made by **FINANCE OF AMERICA COMMERCIAL LLC**, a Delaware limited liability company, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R REPO SEI LER 3B, L.P.**, a Delaware limited partnership, having an address at, 4201 Congress Street, Suite #475, Charlotte, North Carolina 28209 ("Assignee").

### $\underline{W}\,\underline{I}\,\underline{T}\,\underline{N}\,\underline{E}\,\underline{S}\,\underline{S}\,\underline{E}\,\underline{T}\,\underline{H}$

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of February 15, 2017, executed by JBAK Properties I, LLC, a Delaware Limited Liability Company ('Porrower"), and made payable to the order of Assignor in the stated principal amount of one hundred for y thousand (\$140,000.00) (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, <u>inter sin</u>, 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. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and corvey 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:

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,

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

- 3. <u>Representations and Warranties of Assignor</u>. 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 increst or participation of, or agreement with, any party other than Assignee.
- 4. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- 5. <u>Successors and Assigns</u>. 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 "persoo" 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 unergo reable, 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]

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

#### ASSIGNOR:

Finance of America Commercial LLC, a Delaware limited liability company

Name: Stacy Loomis

Title: Authorized Signatory

Address:
4201 Cor
Chanott
ntic 420) Congress Street, Suite # 475, Chariette, North Carolina 28209 Attention: Legal Department

Facsimile No.: (704) 243-9201 Clert's Office

#### **ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA

**COUNTY OF MECKLENBURG** 

The foregoing instrument was acknowledged before me this Zday of Feb., 2017 by Stacy Looms the Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

Print Name

My commission expires:

2-22-2020

TRUDY K McKENZIE

NOTARY PUBLIC

MECKLENBURG COUNTY, NC
N y Con.m'ssion Expires 2-22-2020

750/1/Co

#### **EXHIBIT A**

(Premises Description)

7534 S COLES AVE, CHICAGO IL 60649 For APN/Parcel ID(s): 21-30-200-022-0000 For Tax Map ID(s): 21-30-200-022-0000

LOT 2 (EXCEPT THE SOUTHERLY 25 FEET THEREOF) IN MINNICK'S SUBDIVISION OF LOTS 3, 5, 6 ANO 7 IN FIRST DIVISION OF WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST 4/2 OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND OF LOT 58 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 CF SECTION 30, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.