Doc#. 1722247120 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/10/2017 12:48 PM Pg: 1 of 7

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

After Recording Return To: Old Republic Title 20 S Clark suite 2900 Chicago, IL 60603

ASSIGNMENT OF SECURITY INSTRUMENT

by

Finance of America Commercial LLC, a Delaware limited liability company,

B2R REPO SELLER 3P, L.P., -16/4's Office a Delaware limited partnership

Dated: As of July 24, 2017

State: Illinois

County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 24th day of July, 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 SELLER 3B, L.P., a Delaware limited partnership, having an address at, 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of July 24, 2017, executed by Derek Jamison Holdings 2 LLC, an Illinois Limited Liability Company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of two hundred thirteen thousand seven hundred fifty (\$213,750.00) (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 a'ia</u>. by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assigner 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 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 dated as of July 24, 2017, executed by Borrower for the benefit of Assignor, as lender, and recorded on <u>D8-O9</u>, 2017 in the Real Property Records of Cook County, Illinois, as Document No. <u>1722 108 027</u> (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,

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 interest or participation of, or agreement with, any party other than Assignee.
- 4. Governing L_{1.w} 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 para graphs 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 piural (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 rust, 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 of 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.

ISIGNATURE PAGE FOLLOWS

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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

Stoppens Ox Cook Name: Stacy Loomis

Title: Authorized Signatory

A ddress:

4201 Congress Street, Suite # 475, Charlot e North Carolina 28209 Attention: Legal Department Facsimile No.: (704) 243-9201 Jest Co

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Print Name:

Notary Public

My commission expires:

7-22-2020

EXHIBIT A

(Premises Description)

Property of Cook County Clark's Office

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UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 8 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 9 IN BLOCK 12 IN THE SUBDIVISION OF BLOCKS 12 AND 15 IN CONSTANCE, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 366, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as: 8518 S. Sennett Ave Chicago, L. 60617

PIN#: 20-36-3 11-025-0000