

UNOFFICIAL COPY

Doc#: 1722939068 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/17/2017 09:26 AM Pg: 1 of 7

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

After Recording Return To:
Boston National Title Agency, LLC
129 W Trade St, 9th Floor
Charlotte, NC 28202

ASSIGNMENT OF SECURITY INSTRUMENT

by

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

to

B2R REPO SELLER 3B L.P.,
a Delaware limited partnership

Dated: As of July 06, 2017

State: Illinois

County: Cook

17340280

UNOFFICIAL COPY

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 6th 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 SPENDER 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 06, 2017, executed by M&M BALTIMORE LLC ("Borrower"), and made payable to the order of Assignor in the stated principal amount of eighty-three thousand two hundred fifty (\$83,250.00) (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 dated as of July 06, 2017, executed by Borrower for the benefit of Assignor, as lender, and recorded on August 10th, 2017 in the Real Property Records of Cook County, Illinois, as Document No. 1722245069 (the "Security Instrument"), in respect of the Premises.

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.

UNOFFICIAL COPY

3. 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:

(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 Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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.

7. 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.

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 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]

UNOFFICIAL COPY

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

By: 
Name: Stacy Loomis
Title: Authorized Signatory

Address:
4201 Congress Street, Suite # 475,
Charlotte, North Carolina 28209
Attention: Legal Department
Facsimile No: (704) 243-9201

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

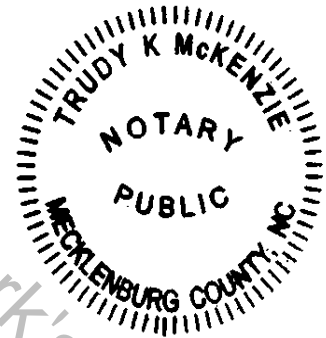
The foregoing instrument was acknowledged before me this 11th day of July, 2017 by Stacy Loomis the Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, on behalf of said limited liability company.

Trudy K. McKenzie
Notary Public

Print Name: Trudy K. McKenzie

My commission expires:

2-22-2020



UNOFFICIAL COPY

EXHIBIT A
(Premises Description)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

The following described real estate situated in the County of Cook, in the State of Illinois to wit:

LOT 3 (EXCEPT THE NORTH 10 FEET) AND LOT 4 (EXCEPT THE SOUTH 4 FEET) IN BLOCK 34 IN CIRCUIT COURT PARTITION OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LANDS BELONGING TO THE SOUTH CHICAGO RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

NOTE: The Property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Tax Id: 21-31-427-021-0000

Being that parcel of land conveyed to M & M Homes, Inc. from Gary W. Pitsenbarger and Thomas M. Jones, Jr. by that deed dated 3/10/2016 and recorded 3/16/2016 in deed Instrument No. 1607646120, of the Cook County, IL public registry.

Being that parcel of land conveyed to Thomas M. Jones, Jr and Gary W. Pitsenbarger, as tenants in common from John Mrozinski Independent Executor of the Estate of Edward Mrozinski, Deceased by that deed dated 1/18/2002 and recorded 2/5/2002 in deed Instrument No. 20020145354, of the Cook County, IL public registry.

**PARCEL NUMBER(S): 21-31-427-021-0000
8610 S Baltimore Ave, Chicago, IL 60617**