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GIT 40032273
EG 38/38

(P 120, 122, 127 + 135)



Doc# 1724318124 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/31/2017 04:24 PM PG: 1 OF 6

GIT

PREPARED BY:

Colony American Finance
c/o Michelle Aileen Fallis
1920 Main St., Suite 850
Irvine, CA 92614

UPON RECORDATION RETURN TO:

OS National, LLC
2170 Satellite Blvd., Suite 200
Duluth, GA 30097
(770) 497-9100

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 June 30, 2017

State: Illinois
County: Cook

S 1/1
P 1/4
S 3
SC 1
INT 1

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ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 30th day of June, 2017, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44th 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, 44th 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 June 30, 2017, executed by JVA Two, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of TWELVE MILLION NINETY FIVE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$12,095,930.00) (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 30, 2017, executed by Borrower for the benefit of Assignor, as lender, and recorded on ~~Aug. 29~~, 2017 as Document Number ~~X~~ _____ with the Cook County, Illinois Recorder of Deeds (the "Security Instrument"), in respect of the Premises.

AUG. 31, 2017

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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,

Loan # 21068

Assignment of Security Instrument – Page 1

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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.

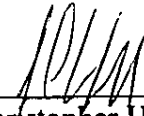
[SIGNATURE PAGE FOLLOWS]

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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
CFO

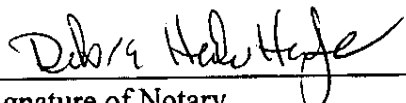
Address:

515 South Flower Street, 44th Floor
Los Angeles, CA 90071
Attn: General Counsel

NEW YORK STATE ACKNOWLEDGEMENT

State of New York)
) SS:
County of New York)

On the 29 day of June, in the year 2016, before me, the undersigned, personally appeared J. Christopher Hoeffel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument


Signature of Notary

DEBRA HELEN HEITZLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6353855
Qualified In New York County
My Commission Expires 01-30-2021

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EXHIBIT A

(Premises Description)

Parcel 120: ALL OF LOT 108 AND 109 (EXCEPT THE SOUTH 20 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For informational purposes only: Commonly known as 8623 South Wabash Avenue, Chicago, IL; PIN No. 20-34-319-065.

Parcel 121: INTENTIONALLY OMITTED

Parcel 122: PARCEL A: UNIT NUMBER 102-B IN THE COURTLAND SQUARE CONDOMINIUM BUILDING NO. 14, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25053446, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 17, 1979 AS DOCUMENT 25053432 AND RERECORDED AS DOCUMENT 25217261.

For informational purposes only: Commonly known as 8860 Western Avenue, Unit 1B, Des Plaines, IL; PIN No. 09-10-401-070-1002.

Parcel 123: INTENTIONALLY OMITTED

Parcel 124: INTENTIONALLY OMITTED

Parcel 125: INTENTIONALLY OMITTED

Parcel 126: INTENTIONALLY OMITTED

Parcel 127: PARCEL A: UNIT 33-209 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GREEN OAKS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0411118002, AS AMENDED, IN SECTION 11, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL B: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 211192785 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL C: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 25362209 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

For informational purposes only: Commonly known as 9974 South 84th Terrace, Unit 33-209, Palos Hills, IL; PIN No. 23-11-301-006-1097.

Parcel 131: INTENTIONALLY OMITTED

Parcels 133 and 134: INTENTIONALLY OMITTED

Parcel 135: LOT 37 IN BLOCK 2 IN CEPEK, CERMAK AND FRIEDL'S SUBDIVISION OF LOTS 2, 3, 6, 7 AND 10 OF KEPFOOT'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

For informational purposes only: Commonly known as 5310 West Barry Avenue, Chicago, IL; PIN No. 13-28-106-036.

Property of Cook County Clerk's Office