

# UNOFFICIAL COPY

Doc#: 1802457098 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/24/2018 09:35 AM Pg: 1 of 9

PREPARED BY:  
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UPON RECORDATION RETURN TO:  
Attn: Kelly Grady  
OS National LLC  
2170 Satellite Blvd, Ste 200  
Duluth, GA 30097

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**CAF TERM BORROWER MS, LLC,**  
a Delaware limited liability company,

to

**CF COREVEST PURCHASER LLC**  
a Delaware limited liability company

**Dated: As of December 18, 2017**

**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 18<sup>th</sup> day of December, 2017, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of January 24, 2017 executed by **NKW Portfolio III, LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of Two Million Eight Hundred Ninety-Five Thousand Dollars and No Cents (\$2,895,000.00) (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, 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 January 24, 2017, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on February 23, 2017 in the Real Property Records of COOK County, Illinois, as Document No. 1705429014, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

Loan # 20239

Assignment of Security Instrument (TERM BORROWER TO PURCHASER) – Page 1

COOK / Illinois

#35666147

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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:

(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.

Loan # 20239

Assignment of Security Instrument (TERM BORROWER TO PURCHASER) – Page 2

COOK / Illinois

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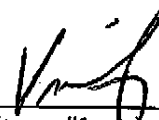
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

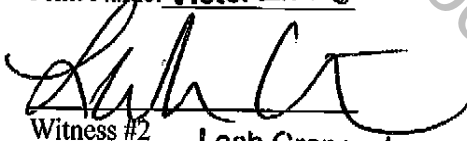
ASSIGNOR:

**CAF TERM BORROWER MS, LLC,**  
A Delaware limited liability company

By:

  
\_\_\_\_\_  
J. Christopher Hoeffel  
Vice President

  
\_\_\_\_\_  
Witness #1  
Print Name: **Victor Zhang**

  
\_\_\_\_\_  
Witness #2  
Print Name: **Leah Granovskaya**

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Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

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## ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On December 15 2017, before me, Debra Helen Heitzler, 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 Debra Helen Heitzler

(Notary Seal)

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

Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

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## EXHIBIT A

### Legal Descriptions and PINS

ADDRESS : 11642 S VINCENNES AVE, CHICAGO, COOK,IL 60643  
 PARCEL IDENTIFICATION NUMBER : 25-19-405-024-0000  
 CLIENT CODE : 04251

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 9 IN BLOCK 5 IN VINCENNES ROAD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19 AND THAT PART LYING EAST OF THE DUMMY TRACK OF THE EAST 1/2 OF THE SOUTHWEST 1/4 ALL IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

ADDRESS : 12542 S YALE AV, CHICAGO, COOK,IL 60628  
 PARCEL IDENTIFICATION NUMBER : 25-28-437-020-0000  
 CLIENT CODE : 04256

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 46 IN BEEMSTERBOER'S RESUBDIVISION OF THE WEST 157.00 FEET OF LOT 12 AND THE EAST 1/2 OF LOT 13 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

ADDRESS : 12801 S CARPENTER ST, CALUMET PARK, COOK,IL 60827  
 PARCEL IDENTIFICATION NUMBER : 25-32-201-064-0000  
 CLIENT CODE : 04257

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 13 VERMONT SUBDIVISION OF THAT PART OF THE WEST 25 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF VERMONT STREET, IN COOK COUNTY, ILLINOIS.

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ADDRESS : 20037 TERRACE AV, LYNWOOD, COOK,IL 60411  
PARCEL IDENTIFICATION NUMBER : 33-07-305-022-0000  
CLIENT CODE : 03993

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 315, IN LYNWOOD TERRACE, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

\*\*\*

ADDRESS : 305 N BRADLEY DR, CHICAGO, COOK,IL 60411  
PARCEL IDENTIFICATION NUMBER : 32-18-213-024-0000  
CLIENT CODE : 04004

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 24 IN BRADLEY TERRACE, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1956, AS DOCUMENT NO. 16501414, IN COOK COUNTY, ILLINOIS.

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ADDRESS : 6228 S FAIRFIELD AV, CHICAGO, COOK,IL 60629  
PARCEL IDENTIFICATION NUMBER : 19-13-424-025-0000  
CLIENT CODE : 04016

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 10 IN BLOCK 13 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS : 6229 S INDIANA AV, CHICAGO, COOK,IL 60637  
PARCEL IDENTIFICATION NUMBER : 20-15-315-077-0000  
CLIENT CODE : 04017

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 30 (EXCEPT THE SOUTH 21.00 FEET THEREOF) AND THE SOUTH 12.46 FEET OF LOT 31 IN BLOCK 4 IN DAVIDSON'S SUBDIVISION OF LOT 7 AND 8 AND PART OF LOT 12 IN WILSON HEALD AND STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

ADDRESS : 6221 S INDIANA AV, CHICAGO, COOK,IL 60637  
 PARCEL IDENTIFICATION NUMBER : 20-15-315-075-0000  
 CLIENT CODE : 04018

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:THE SOUTH 21.00 FEET OF LOT 30 IN BLOCK 4 IN DAVIDSON'S SUBDIVISION OF LOTS 7 AND 8 AND PART OF LOT 12 IN WILSON, HEALD AND STEBBINS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

ADDRESS : 6318 S FAIRFIELD AV, CHICAGO, COOK,IL 60629  
 PARCEL IDENTIFICATION NUMBER : 19-24-200-018-0000  
 CLIENT CODE : 04019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:LOT 2 IN MOREAU AND DE-JONG'S RESUBDIVISION OF LOTS 30 TO 48, INCLUSIVE IN BLOCK 16 IN AVONDALE, AN ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ADDRESS : 8557 S DREXEL AV, CHICAGO, COOK,IL 60619  
 PARCEL IDENTIFICATION NUMBER : 20-35-311-062-0000  
 CLIENT CODE : 04021

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 25 (EXCEPT THE SOUTH 21.37 FEET THEREOF) AND THE SOUTH 14.16 FEET OF LOT 26 IN BLOCK 2 IN ROSENBERG'S SUBDIVISION OF THE NORTH 3 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST



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1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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