Doc#. 1803701268 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/06/2018 11:07 AM Pg: 1 of 8

PREPARED BY:
Karen Wade, Est.
Alston & Bird L.P
2828 N Harwood Street, Suite 1800
Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Kelly Grady OS National LLC 2170 Satellite Blvd, Ste 200 Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

CF COREVEST PURCHASER LLC

a Delaware limited liability company,

ťo

COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company

Dated: As of October 31st, 2017

State: Illinois County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 31st day of October, 2017, is made by CF COREVEST PURCHASER LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

WHFREAS, 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 Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of Twelve Million Ninety Five Thousand Nine Hundred Thirty Dollars and No Certs (\$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, <u>inter alia</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 also re 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, g ant 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 Assigner, 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 Colony American Finance Lender, LLC, as lender, and recorded on August 31, 2017 in the Real Property Records of Cook County, Illinois, as Document No. 1724318117, 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.

- 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. <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.
- 6. <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 olural (and vice versa), each gender shall be construed to include any other genders, and the word 'preson" 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]

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

ASSIGNOR:

CF COREVEST PURCHASER LLC,

A Delaware limited liability company

By:

Elizabeth O'Brjen Authorized Signatory

Witness #1

Print Name: Victor Zhang

Witness #2
Print Name:

Leah Granovskaya

Signature Page

Assignment of Security Instrument (PURCHASER TO DEPOSITOR)

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UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On November 2017, before me, Debra Helen Heitzler, a Notary Public personally appeared Elizab in O'Brien, 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 bis/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 \(\frac{1}{2}\)

(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 (PURCHASER TO DEPOSITOR)

EXHIBIT A

Legal Descriptions, PINS and Common Addresses

PARCEL 79: UNIT 20D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TIERRA GRANDE COURTS CONDOMINIUM II AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 27153677, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 4168 WEST 194TH PLACE, UNIT 20D, COUNTRY CLUB HILLS, IL; PIN NO. 31-10-200-116-1084

PARCELS 60 AND 81: INTENTIONALLY OMITTED

PARCEL 82; UNIT 1618 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BOARDWALK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25120912, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
FOR INFORMATIONAL PURPOS 3S ONLY: COMMONLY KNOWN AS 4343 NORTH CLARENDON AVENUE, UNIT 1616, CFICAGO, IL; PIN NO. 14-16-300-032-1438.

PARCEL 83: INTENTIONALLY OMITTED

PARCEL 84: LOT 3275 IN ELK GROVE VILLACT SECTION 10, BEING A SUBDIVISION IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 16, 1961 AS DOCUMENT NO. 18163672 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MAY 22, 1961 AS DOCUMENT NO. LR1978779 IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 44 KENNEDY BOULEVARD, ELK GROVE VILLAGE, IL; PIN NO. 08-32-210-014.

PARCEL 85: UNIT 37-1B IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SUMMIT PLACE UNIT 1, IN THE SOUTHEAST QUARTER OF SECTION 27, AND CERTAIN LOTS IN SUMMIT PLACE UNIT II IN PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT (. IV. INOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINUM RECORDED JUNE 28, 1984 AS DOCUMENT 27151046 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 446 DRAKE CIRCLE, SCHAUMBURG, IL; PIN NO. 07-27-425-015-1146.

PARCELS 86 AND 87: INTENTIONALLY OMITTED

PARCEL 88: LOT 123 IN WOODLAND HILLS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 5036 180TH STREET,

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Mortgage (Cook County, IL)

ACTIVE 201268007

COUNTRY CLUB HILLS, IL; PIN NO. 28-33-216-007.

PARCEL 89: UNIT NUMBER B-305 AND PARKING SPACE UNIT NUMBER 60 IN THE FOUNTAINS ON CARRIAGE WAY CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25046100, AS AMENDED FROM TIME TO TIME, IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 5101 CARRIAGEWAY DRIVE, UNITS 305 AND P60, ROLLING MEADOWS, IL; PIN NO. 08-08-123-019-1086 AND 08-08-123-019-1201.

PARCEL 90. PARCEL A: UNIT 3W IN THE 5227 N. RESERVE CONDOMINIUM AS DELINEATED AND DEFINED PARCEL A: UNIT 3W IN THE 5227 N. RESERVE CONDOMINIUM AS DELINEATED AND DEFINED PARCEL A: UNIT 3W IN THE 5227 N. RESERVE CONDOMINIUM AS DELINEATED AND DEFINED PROCENTAGE IN THE THE THIRD PRINCIPAL MERIDIAN, IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE EXCLUSIVE FIGHT TO THE USE OF LIMITED COMMON BLEMENTS KNOWN AS STORAGE SPACE NO. 6 AS DELINEATED ON SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0313318076.

FOR INFORMATIONAL PURPOSES CNLY: COMMONLY KNOWN AS 5227 NORTH RESERVE DRIVE, UNIT 3W, CHICAGO, IL; PIN NO. 12-11-113-023-1005.

PARCEL 91: TRACT A: UNIT NUMBER 407-3 IN THE CATHERINE COURTS CONDOMINIUM, AS DELINEATED AND DESCRIBED IN A PLAT OF SURVEY OF PARTS OF LOTS 1, 2, 3 AND 4 IN ALBERT SCHORSCH SON'S CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 6, 2005 AS DOCUMENT NUMBER 0, 249 3 2077, AS AMENDED BY SUPPLEMENT NO. 1 TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 14, 2005 AS DOCUMENT NUMBER 0534810040, SUPPLEMENT NO. 2 TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AUGUST 2, 2006 AS DOCUMENT NUMBER 0621432095, CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 25, 2006 AS DOCUMENT NUMBER 0626827022 AND AS AMENDED FROM THE TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON FLEMENTS, ALL IN COOK COUNTY, ILLINOIS.

TRACT B: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-347, A LIMITED COMMON ELEMENTS, AS DELINEATED AND DESCRIBED IN THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID. FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 5306 NORTH CUMBERLAND AVENUE, UNIT 407, CHICAGO, IL; PIN NO. 12-11-119-038-1277.

PARCEL 92: LOT 45 IN CRESCENT GREEN, BEING A SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 100.00 FEET OF THE EAST 100.00 FEET THEREOF), THE SOUTH 317.00 FEET OF LOT 3 AND ALL OF LOT 4 IN ARTHUR T. MCINTOSH AND COMPANY'S 155TH STREET FARMS, A

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Mortgage (Cook County, IL)

SUBDIVISION OF THE BAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: COMMONLY KNOWN AS 5308 CRESCENT GREEN DRIVE, OAK FOREST, IL; PIN NO. 28-16-110-010.

Property of Cook County Clerk's Office

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Mortgage (Cook County, IL)