

# UNOFFICIAL COPY

Doc#: 1803708202 Fee: \$52.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/06/2018 01:19 PM Pg: 1 of 3



90-5215991

TRUST, TOORAK REPO SELLER I

Record and Return To:  
ISGN Recording Dept.  
2330 Commerce Drive, Suite  
Palm Bay, FL 32905

*PREPARED BY, AND AFTER RECORDING*  
*RETURN TO: #1702982*

LendingOne, LLC  
c/o ISGN Fulfillment Agency, LLC  
Attn: Team2  
2330 Commerce Pk. Dr. NE, STE 2  
Palm Bay, FL 32905

*Space Above for Recorder's Use*

## **ASSIGNMENT OF OPEN-END COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, AND OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF OPEN-END COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, AND OTHER AND OTHER LOAN DOCUMENTS ("Assignment") is made effective as of December 29, 2017 ("Effective Date") by LendingOne, LLC, a Delaware limited liability company ("Assignor").

A. Concurrently herewith, Assignor has conveyed to TOORAK REPO Seller I Trust, a Delaware Statutory Trust ("Assignee"), all of Assignor's rights, title and interest in, to and under that certain commercial loan ("Commercial Loan") made by Assignor to **Schaedler Investment Group, LLC** ("Borrower").

B. In connection with the conveyance of the Commercial Loan by Assignor to Assignee, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all of Assignor's rights, title and interest in, to and under: (i) that certain Commercial Promissory Note dated **December 12, 2017** executed by Borrower in the original principal amount of **\$245,500.00** ("Note"); and (ii) that certain Open-End Commercial Mortgage, Security Agreement and Fixture Filing dated **December 12, 2017** executed by Borrower, as Mortgagor (or Trustor or Grantor, if applicable), in favor of Assignor, as the originator and initial Mortgagee (or Beneficiary or Grantee, if applicable), recorded in the Official Records of **COOK** County, **ILLINOIS**, on January 3, 2018 as Instrument No. DOC # 1800313048 ("Security Instrument") regarding the real property as more particularly described on Schedule A attached hereto and incorporated by this reference. The Note,

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Security Instrument and any other document assigned in connection herewith shall be collectively referred to herein as the "Assigned Loan Documents."

C. Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the other Assigned Loan Documents and all other documents relating to or evidencing the Commercial Loan be assigned by Assignor and assumed by Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, all of Assignor's right, title and interest in and to the Assigned Loan Documents, including, without limitation, all lien rights or other rights or interests in and to the property encumbered by the Deed of Trust, all sums of money due and to become due thereunder and all accrued interest or other charges thereon. Assignor hereby further absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, all of Assignor's right, title and interest in and to any and all claims, rights and causes of action, whether in tort or contract, whether known or unknown that Assignor may have against the Borrower and/or any third parties in connection with the Commercial Loan, the Assigned Loan Documents and/or the collateral for the Commercial Loan.

2. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND BY ASSIGNOR, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE NOTE, THE OBLIGATIONS EVIDENCED BY THE NOTE, THE ASSIGNED LOAN DOCUMENTS OR THE UNDERLYING COLLATERAL.

3. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the date first above written.

Signed, Sealed, and Delivered in the Presence of:

ASSIGNOR:

LendingOne, LLC,  
a Delaware limited liability company

By: Heather A. Arato (seal)  
Print Name: Heather A. Arato  
Title: Authorized Signer

STATE OF FLORIDA )  
COUNTY OF BREVARD )

WITNESS:

By: [Signature]  
Print Name: Donelle Victoria Gunter

By: [Signature]  
Print Name: [Signature]

On December 29, 2017 before me, the undersigned, personally appeared Heather A. Arato, personally known to me and acknowledged to me that he executed the same in his/her capacity as Authorized Signer of LendingOne, LLC, a Delaware limited liability company, and that by his/her signature on the instrument, the individual, person or entity upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Brevard, State of Florida.

(NOTARY SEAL)



[Signature]  
Notary Public Signature  
Print Name: Donelle Victoria Gunter

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## SCHEDULE A

### PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN **COOK COUNTY**, STATE OF **ILLINOIS**, AND IS DESCRIBED AS FOLLOWS:

LOT 72 IN HEAFIELD SUBDIVISION OF LOT 12 (EXCEPT EAST 5 ACRES) AND THE WEST 1/2 OF LOT 13 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID No.: 13-26-120-008-0000

**Property commonly known as: 2939 North Springfield Avenue, Chicago, IL 60618.**

Property of Cook County Clerk's Office