



\*1826822055\*

Doc# 1826822055 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2018 03:12 PM PG: 1 OF 5

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
*Prepared by:*  
5 Arch Funding Corp.  
19800 MacArthur Boulevard, Suite 1150  
Irvine, CA 92612  
*011-18-0275*

(Space Above For Recorder's Use)

ABSOLUTE ASSIGNMENT AND ASSUMPTION OF  
MORTGAGE AND LOAN DOCUMENTS

THIS ABSOLUTE ASSIGNMENT AND ASSUMPTION OF DEED OF TRUST AND LOAN DOCUMENTS (this "**Assignment**") dated September 17, 2018 and deemed effective as of September 20, 2018, (the "**Effective Date**"), by Summit Hill Capital, LLC, a New Jersey limited liability company ("**Assignor**").

RECITALS:

A. Concurrently herewith, Assignor has conveyed to 5 ARCH FUNDING CORP., a California corporation ("**Assignee**") all of Assignor's rights, title and interest in, to and under that certain mortgage loan (the "**Loan**") made by Assignor to SR 6032 S. Elizabeth LLC. ("**Borrower**").

B. In connection with the conveyance of the 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 Note dated as of September 20, 2018 executed by Borrower in the principal amount of \$168,000.00 (the "**Note**"); (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 20, 2018 executed by Borrower, as trustor, and recorded in the Official Records of Cook County, Illinois, on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ (the "**Mortgage**") regarding the real property as more particularly described on **Exhibit A** attached hereto, together with the obligation therein described, all monies due and to become due thereunder, and all interest thereon, all rights arising therefrom, and all documents associated therewith including without limitation that certain Absolute Assignment of Lessor's Interest in Leases and Rents executed by Borrower and recorded in the Official Records as Instrument No. \_\_\_\_\_ collectively with the Mortgage, 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 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

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CCRD REVIEW

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and to the property encumbered by the Mortgage, 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 Loan, the Assigned Loan Documents and/or the collateral for the Loan.

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

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

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed in its name by duly authorized officers as of the date first above written.

**ASSIGNOR:**

Summit Hill Capital, LLC,  
a New Jersey limited liability company

By: 

Name: Christopher Apolito

Title: Member

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[Space Below This Line for Acknowledgment]

STATE OF NEW JERSEY

COUNTY OF Essex

On the 17<sup>th</sup> day of September in the year 2018, before me the subscriber, personally appeared Christopher Apolito, who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

**VENICE LUEN**  
NOTARY PUBLIC OF NEW JERSEY  
[NOTARIAL SEAL] Comm. # **50075802**  
My Commission Expires **1/30/2023**

Notary:   
Print Name: Venice Luen  
Notary Public, State of New Jersey  
My commission expires: January 30, 2018

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## EXHIBIT A

That certain property is situated in the County of Cook, State of Illinois and is described as follows:

### INSERT LEGAL

THE SOUTH 1/2 OF LOT 11 IN BLOCK 2 IN EGGLESTONE SUBDIVISION OF THAT PART EAST OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7109 S Vincennes Avenue Chicago, IL 60621

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WFG National Title Insurance Company  
a Williston Financial Group company

## EXHIBIT "A" ALTA COMMITMENT

### Legal Description

The land referred to in this Commitment is in the State of Illinois, County of COOK and described as follows:

THE SOUTH 1/2 OF LOT 11 IN BLOCK 2 IN EGGLESTONE SUBDIVISION OF THAT PART EAST OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AGENT FILE NUMBER: 18-0275

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 7109 S. VINCENNES AVENUE, CHICAGO, IL., 60621

PIN: 20-28-206-003-0000

Property of Cook County Clerk's Office