

# UNOFFICIAL COPY

Doc#: 1900949111 Fee: \$60.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 01/09/2019 10:46 AM Pg: 1 of 7

Prepared By:  
Finance of America Commercial LLC  
6230 Fairview Road, Suite 300  
Charlotte, NC 28210

After Recording Return To:  
6230 Fairview Road, Suite 300  
Charlotte, NC 28210  
Attn: Post Closing

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**B2R REPO SELLER 3B, L.P.,**  
a Delaware limited partnership

to

**Finance of America Commercial LLC,**  
a Delaware limited liability company

Dated: As of **December 28, 2018**

**State: Illinois**

**County: Cook**

# UNOFFICIAL COPY

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 28<sup>th</sup> day of December, 2018, is made by B2R Repo Seller 3B, L.P., a Delaware limited partnership, having an address at 6230 Fairview Road, Suite 300, Charlotte, NC 28210 ("Assignor"), in favor of Finance of America Commercial LLC, a Delaware limited liability company, having an address at 6230 Fairview Road, Suite 300, Charlotte, NC 28210 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of November 06, 2017, executed by EP Rentals, LLC, a/an Illinois Limited Liability Company ("Borrower") and made payable to the order of Finance of America Commercial LLC, a Delaware limited liability company ("FACo"), predecessor-in-interest to Assignor in the stated principal amount of Eighty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$86,250.00) 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 dated as of November 06, 2017, executed by Borrower for the benefit of FACo, as lender, and recorded on November 20, 2017, in the Real Property Records of Cook County, Illinois, as Document No. 1732415001 (the "Security Instrument"), in respect of the Premises.

# UNOFFICIAL COPY

That certain Assignment of Security Instrument dated as of November 06, 2017 from FACo to Assignor, as assignee, and recorded on December 19, 2017, in the Real Property Records of Cook County, Illinois, as Document No. 1735308060, (the "Assignment of Security Instrument"), in respect of the Premises.

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, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

3. 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.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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.

7. 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.

8. 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.

# UNOFFICIAL COPY

**[SIGNATURE PAGE FOLLOWS]**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

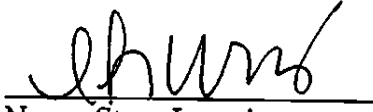
**IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.**

ASSIGNOR:

B2R REPO SELLER 3B, L.P., a Delaware limited partnership

By: B2R Repo Seller 3B GP LLC, a Delaware limited liability company, its general partner

By: Finance of America Commercial LLC, a Delaware limited liability company, its sole member

By:   
Name: Stacy Loomis  
Title: Authorized Signatory

Address:  
6230 Fairview Road, Suite 300  
Charlotte, NC 28210  
Attention: Legal Department  
Facsimile No.: (704) 243-9201

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

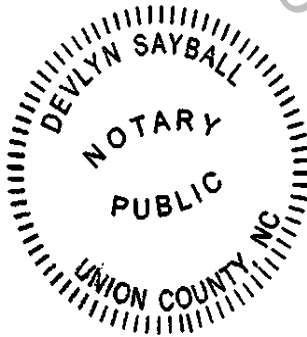
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2018 by Stacy Conis the Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, the sole member of B2R Repo Seller 3B GP LLC, a Delaware limited liability company, the general partner of B2R REPO SELLER 3B, L.P., a Delaware limited partnership, on behalf of said limited liability company.

Devlyn Sayball  
Notary Public

Print Name: Devlyn Sayball

My commission expires:

5-18-2022



# UNOFFICIAL COPY

## EXHIBIT A

LOT 43 (EXCEPT THE SOUTH 7 FEET) AND LOT 44 (EXCEPT THE NORTH 11 FEET) IN RESUBDIVISION OF BLOCK 4 IN HIGH RIDGE ADDITION TO AUBURN, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 7924 S May St, Chicago, IL 60620  
Tax Number: 20-32-200-019-0000