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Doc#. 1914155103 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 05/21/2019 01:37 PM Pg: 1 of 4

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redwood BPL Holdings, Inc. 19800 MacArthur Blvd., Suite 1150 Irvine, CA 92612

PIN: 13-20-416-010-0000

(Space Above For Recorder's Use)

## ABSOLUTE ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ABSOLUTE ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") dated April 29, 2019, (the "Effective Date"), by BPL Funding 2, LLC (Formally known as 5AIF Sycamore 1, LLC) ("Assignor").

#### RECITALS:

- A. Concurrently herewith, Assignor has conveyed to Redwood BPL Holdings, Inc. ("Assignee") all of Assignor's rights, title and interest in, to and under that certain mortgage loan (the "Loan") made by Assignor to Hanic, LLC ("Borrowe").
- 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 da'ed as of October 24, 2018 executed by Borrower in the principal amount of \$242,600.00 (the "Note"); (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 24, 2018 executed by Borrower, and recorded in the Official Records of Cook County, Illinois (the "Official Fecords"), on November 7, 2018 as Instrument No. 1831149138 (the "Mortgage") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference; and (iii) any and all other documents and instruments executed in connection therewith (the "Other Docume its"). The Note, the Mortgage, and Other Loan Documents, 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. 1831149140, 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 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

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- 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 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:

BPI. Funding 2, LLC (Formally known as 5AIF Sycamore 1, LLC)

By:

Name: Jason Mout ay

Title: Executive Vice P.e.sident

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#### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) County of Orango

On April 29, 2019 ocfore me, Jaime Chavez, Notary Public personally appeared Jason Moutray, who proved to me on 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature (Seal)

JAIME CHAVEZ
COMM. #2184582
Notary Public · California
Orange County
My Comm. Expires Feb. 25, 2021

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#### Exhibit A

#### **Legal Description**

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

Lot 7 (except the East 5 feet thereof) in Krueger's Subdivision of the North 1/2 of Block 1 in Frank Kaczmarek's Subdivision of the West 1/2 of the East 2/3 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Minois.

APN: 13-20-416-01 J-0000

Property Commonly Known As: 5939 W Roscoe Street, Chicago, IL 60634