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Doc# 1916917085 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/18/2019 02:31 PM PG: 1 OF 6

Prepared By:  
BSI Financial Services  
Kristy See  
314 S. Franklin Street  
P.O. Box 517  
Titusville, PA 16354

WHEN RECORDED RETURN TO:  
Orion Financial Group, Inc.  
2860 Exchange Blvd. # 100  
Southlake, TX 76092

Orion Financial Group Inc.



RG & AA CONSTRUCTION, INC., 18082442

BSI/ANGELOAK/OPD

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TR

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**FINANCE OF AMERICA COMMERCIAL LLC,**  
a Delaware limited liability company,

to

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
D/B/A CHRISTIANA TRUST, NOT IN ITS  
INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY  
AS CERTIFICATE TRUSTEE FOR NRP MORTGAGE TRUST 1

Dated: As of February 15, 2018

State: Illinois

County: Cook

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P	6
S	M
M	7
SC	7
E	71
INT	PHC
D	6-14-19

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## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "*Assignment*"), made and entered into as of February 15, 2018, is made by **FINANCE OF AMERICA COMMERCIAL LLC**, a Delaware limited liability company, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("*Assignor*"), in favor of \* \_\_\_\_\_, a \_\_\_\_\_, having an address at 500 Delaware Ave, Wilmington, DE 19801 ("*Assignee*").

WITNESSETH

\* WILMINGTON SAVINGS FUND SOCIETY, FSB, ---  
D/B/A CHRISTIANA TRUST, NOT IN ITS  
INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY  
AS CERTIFICATE TRUSTEE FOR NRP MORTGAGE TRUST 1

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of February 6, 2018, executed by RG & AA Constructions, INC. ("*Borrower*"), and made payable to the order of Assignor in the stated principal amount of two hundred fifty six thousand five hundred dollars AND NO/100 cents (\$256,500) (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, *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:

Property Address: 5025 W. Oakdale Avenue, Chicago, IL 60641

That certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 6, 2018, executed by Borrower for the benefit of Assignor, as lender, and recorded on February 26, 2018 in the Real Property Records of Cook County, Illinois, as Document No. 1805742079 (the "*Security Instrument*"), in respect of the Premises.

Parcel: 13-28-221-012-0000

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:

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(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.

9. SECTION 275. This assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

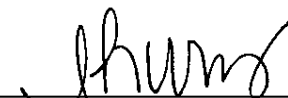
[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

FINANCE OF AMERICA COMMERCIAL LLC,  
a Delaware limited liability company

By:   
Name: Stacy Loomis  
Title: Authorized Signatory

Address:  
4201 Congress Street, Suite 475  
Charlotte, North Carolina 28209  
Attention: Legal Department  
Facsimile No.: (704) 243-9201

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

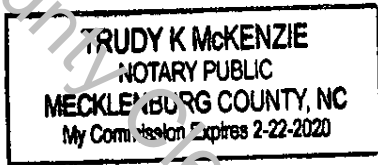
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2018 by Stacy Loomis, an Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, on behalf of said limited liability company.

Trudy K McKenzie  
Notary Public

Print Name: Trudy K McKenzie

My commission expires:

2-22-2020



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## EXHIBIT A

The following described real estate situated in the County of Cook in the State of Illinois to wit:

Lot 9 in Block 10 in Falconer's Second Addition to Chicago, a subdivision of the South 1/2 of the Northeast 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

**SUBJECT TO ANY AND ALL RESTRICTIONS, EXCEPTIONS, RESERVATIONS, STIPULATIONS, CONDITIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD.**

For informational purposes only: 5025 W. Oakdale Avenue, Chicago, IL, 60641

Tax Parcel #13 29 221-012-0000

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COOK COUNTY  
RECORDER OF DEEDS

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