

UNOFFICIAL COPY

Doc#: 1924157057 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/29/2019 09:06 AM Pg: 1 of 4

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

5AIF NUTMEG, LLC
19800 MacArthur Blvd., Suite 1150
Irvine, CA 92612

PIN: 15-10-228-025-0000 & 15-10-228-026-0000

[Space above line for Recorder's Use Only]

ABSOLUTE ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This Absolute Assignment of Mortgage and Loan Documents (this "*Assignment*") dated July 3, 2019, (the "*Effective Date*"), and made by and among 5AIF SYCAMORE 2, LLC. ("*Sycamore 2*"), 5 ARCH INCOME FUND 2, LLC ("*Income Fund*"), and 5AIF NUTMEG, LLC ("*Nutmeg*") (collectively, the "*Parties*").

1. For good and valuable consideration, the receipt of which is hereby acknowledged, each of the Parties hereby make the following assignments in the following order:

(A) Sycamore 2 hereby assigns to Income Fund all of its right, title and interest as beneficiary under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 6, 2018 executed by Tim's Realty And General Contractors, LTD as borrower and recorded in the Official Records of Cook County, Illinois (the "*Official Records*") on November 30, 2018 as Document No. 1833445051 (the "*Mortgage*"), together with the obligation therein described, all monies due and to become due there under, 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 on November 30, 2018 as Instrument No. 1833445052 (collectively, the "*Assigned Loan Documents*").

(B) Income Fund hereby assigns to Nutmeg all of its right, title and interest as beneficiary under the Mortgage, together with the obligation therein described, all monies due and to become due thereunder, and all interest thereon, all rights arising therefrom, and all Assigned Loan Documents.

2. As a condition to this Assignment, each respective assignee Party, for the duration of it's ownership, accepted the assignment described in Section 1 above, and has assumed the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by the respective assigning Party, the Assigned Loan Documents and the Loan. It being understood that

UNOFFICIAL COPY

Nutmeg, as the final assignee hereunder, accepts and assumes of all said terms, covenants, obligations and conditions.

3. This Assignment shall be binding upon and inure to the benefit of each Party and their respective successors and assigns.

4. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND BY EACH ASSIGNOR, AND EACH ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE MORTGAGE OR ANY OTHER ASSIGNED LOAN DOCUMENT (INCLUDING ANY RELATED PROMISSORY NOTE).

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

IN WITNESS WHEREOF, these presents are executed as of the date first set forth above.


SYCAMORE 2:

SAIF SYCAMORE 2, LLC

By: 
Sara Abdalian, Authorized Signor


INCOME FUND:

5 ARCH INCOME FUND 2, LLC

By: 
Sara Abdalian, Authorized Signor

NUTMEG:

SAIF NUTMEG, LLC

By: 
Sara Abdalian, Authorized Signor

UNOFFICIAL COPY

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 Orange)

On July 3, 2019 before me, Jaime Chavez, Notary Public personally appeared Sara Abdalian, 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.

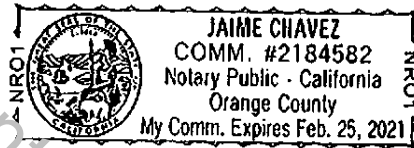
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____



(Seal)



UNOFFICIAL COPY

EXHIBIT A PROPERTY – LEGAL DESCRIPTION

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

LOTS 65 AND 68 IN BLOCK 31 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID No.: 15-10-228-025-0000 and 15-10-228-028-0000

Being Property Conveyed by Judicial Sale Deed from Intercounty Judicial Sales Corporation, an Illinois Corporation to U.S. Bank National Association, as Trustee for C-BASS Trust 2000-CB0, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2000-CB0, recorded April 30, 2018, in Doc No. 1812013055, Cook County, Illinois.

Property: 112 S 16th Avenue Maywood IL 60153