Doc#. 1927415048 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 10/01/2019 12:11 PM Pg: 1 of 4

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

APN: 20-15-420-007-0000

[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 June 26, 2019, (the "Effective Pate"), and made by and among 5AIF JUNIPER 2, LLC ("Juniper 2"), 5 ARCH INCOME FUND 2, LLC ("neome 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) Juniper 2 hereby assigns to lucorne Fund all of its right, title and interest as beneficiary under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated December 29, 2017 executed by Optimum International LLC, Wyoming limited liability company as borrower and recorded in the Official Records of Cook County, Illinois (the "Official Records") on January 9, 2018 as Document No. 1800006147 (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 documents associated therewith including without limitation that certain Absolute Assignment of Lossor's Interest in Leases and Rents executed by Borrower and recorded in the Official Records as Instrument Number 1800906148 (collectively with the Mortgage, 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 its 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 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.

JUNIPER 2:	
5AIF JUNIPER 2,	LLC

By:

Thor County Clarks Office Sara Abdalian, Authorized Signor

INCOME FUND:

5 ARCH INCOME FUND 2, LLC

By:

Sara Abdalian, Authorized Signor

**NUTMEG:** 

**5AIF NUTMEG, LLC** 

By:

Sara Abdalian, Authorized Signor

#### 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 June 26, 2010 before me, Jaime Chavez, Notary Public personally appeared Sara Abdalian, who proved to me on the pasis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the wnring instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized cap..city(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upor behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Sionature

\_(Seal)

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

#### **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:

THE SOUTH 25 FEET OF THE NORTH 35 FEET OF LOT 24 IN BLOCK 8 IN RESUBDIVISION OF

WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD **PRINCIPAL** 

Of Coot County Clerk's Office MERIDIAN, IN COOK COUNTY, ILLINOIS.

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