

UNOFFICIAL COPY

Doc#. 2000913080 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/09/2020 09:53 AM Pg: 1 of 6

PREPARED BY:
Karen Wade, Esq.
Alston & Bird LLP
2220 Ross Avenue, Suite 2300
Dallas, TX 75201

UPON RECORDATION RETURN TO:
Attn: Kelly Grady
OS National LLC
3097 Satellite Blvd, Ste 400
Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF BORROWER GS LLC,
a Delaware limited liability company,

to

CF COREVEST PURCHASER LLC
a Delaware limited liability company

Dated: As of July 17, 2019

State: Illinois
County: Cook

UNOFFICIAL COPY

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 17th day of July, 2019, is made by **CAF BORROWER GS LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of May 29, 2019 executed by **Blackwell Cap LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CoreVest"), predecessor-in-interest to Assignor, in the stated principal amount of Four Million Forty Thousand Dollars and No Cents (\$4,040,000.00) (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:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 29, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on June 10, 2019 in the Real Property Records of Cook County, Illinois, as Document No. 1916116019, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

Loan # 27668

Assignment of Security Instrument (BORROWER GS TO PURCHASER) – Page 1

Cook / Illinois

#35666147

UNOFFICIAL COPY

2. 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.

3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.

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

5. 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.

6. 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.

7. 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.

[SIGNATURE PAGE FOLLOWS]

Loan # 27668

Assignment of Security Instrument (BORROWER GS TO PURCHASER) – Page 2

Cook / Illinois

#35666147

UNOFFICIAL COPY


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

ASSIGNOR:

CAF BORROWER GS LLC,
A Delaware limited liability company

By: 

Paul Dasmajian
Authorized Signatory


Witness #1

Print Name: Kaitlin Weaver


Witness #2

Print Name: David Frank

Signature Page

Assignment of Security Instrument (BORROWER GS TO PURCHASER)

UNOFFICIAL COPY

STATE OF UTAH)
COUNTY OF SALT LAKE)

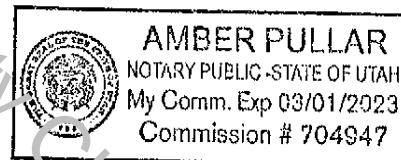
On July 22, 2019, before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Amber Pullar

(Seal)



UNOFFICIAL COPY

EXHIBIT A

(Premises Description)

ADDRESS : 8254 S BISHOP ST UNIT 1-2, CHICAGO, COOK,IL 60620

PARCEL IDENTIFICATION NUMBER : 20-32-126-035-0000

CLIENT CODE : FREE60

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 17 IN BLOCK 28 IN THE 4TH ADDITION TO AUBURN HIGHLANDS, BEING HART'S SUBDIVISION OF BLOCKS 13, 14, 15 & 16 ON CIRCUIT COURT PARTITION OF THE NORTH WEST 1/4 OF SECTION 32, OF LAKE TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS : 8334 S SANGAMON ST UNIT 1-4, CHICAGO, COOK,IL 60620

PARCEL IDENTIFICATION NUMBER : 20-32-404-031-0000

CLIENT CODE : FREE61

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: THE SOUTH 2/5 OF LOT 14 AND THE NORTH 4/5 OF LOT 15 IN BLOCK 5 IN FILL'S SUBDIVISION OF THE NORTH 19 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS : 8146 S. PAULINA ST UNIT 1-3, CHICAGO, COOK,IL 60621

PARCEL IDENTIFICATION NUMBER : 20-31-221-030-0000

CLIENT CODE : FREE62

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 318 IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
