Doc# 2024808024 Fee \$88.00

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Redwood BPL Holdings 2, Inc. 19800 MacArthur Blvd., Suite 1150 Irvine, CA 92612 RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 09/04/2020 08:46 AM PG: 1 OF

[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") is dated as of August 19, 2020, (the "Effective Date"), by CAF Bridge Borrower MS 2, LLC ("Assignor") and Redwood BPL Holdings 2, Inc. ("Assignee") (each individually a "Party" and collectively, the "Parties").

#### RECITALS:

- L. Concurrently herewith, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has convoved to Assignee all of Assignor's rights, title and interest in, to and under that certain mortgage loan (the "Loan") made to 5035 N. Lincoln Avenue, LLC ("Borrower").
- 2. In connection with the conveyance of the Loan by Assignor to Assignee, Assignor desires to assign to Assignee and Assignee desires to assure from Assignor all of Assignor's rights, title, and interest in, to, and under: (i) that certain Note died as of September 5, 2019 executed by Borrower in the principal amount of \$9,761,904.00 (the "Note"); (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 5, 2019 executed by Borrower, and recorded in the Official Records of Cook County, Illinois (the "Official Records"), on October 3, 2019 as Instrument No. 1927649243 (the "Mortgage") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and (iii) any and all other documents and instruments executed in connection therewith (the "Other Loan I ocuments"). The Note, the Mortgage, and Other Loan Documents, including without limitation that contain Absolute Assignment of Lessor's Interest in Leases and Rents executed by Borrower and recorded in the Official Records as Instrument No. 1927649244 shall be collectively referred to herein as the "Assigned Loan Documents."
- 3. 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 Assignee

## **UNOFFICIAL CC**

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 and third parties in connection with the Loan, the Assigned Loan Documents, and/or the collateral for the Loan.

- This Assignment shall be binding upon and inure to the benefit of each Party and their respective successors and assigns.
- THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, CV ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE MORTGAGE OK ANY OTHER ASSIGNED LOAN DOCUMENTS (INCLUDING ANY RELATED PROMISS CKY NOTE).
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Assigner and Assignee have each caused this Assignment to be executed in its name by duly authorized of icers as of the date first above written. 

ASSIGNOR:

CAF Bridge Borrower MS 2

Name: John Isbrandtsen

Title: Authorized Signor

2024808024 Page: 3 of 4

# UNOFFICIAL

#### **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	)	
	)	SS. »
COUNTY OF MARIN	)	

On August 19, 2020, before me, Jennifer L. Wolff, Notary Public, personally appeared John Isbrandtsen, who proved to me on the lasts 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 as Executive Vice President and Treasurer for CAP Bridge Borrower MS 2, LLC and that by his signature on the instrument, the person, or 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

otary Public - California Marin County Commission #:2177013 My Comm. Expires Dec 25, 202

2024808024 Page: 4 of 4

## JNOFFICIAL CO

#### Exhibit A

#### Legal Description

LOTS 1,2,3,4,5,0,7, AND 8, (EXCEPT THE SOUTHEASTERLY 160 FEET THEREOF) IN SCHLIPTIS SUBDIVISION OF LOTS 20 AND 21 (amount to short of the south to short of the east half of the southeast charter and all of the southwest charter of the southeast charter of section 12, township 40 north, range 13, east of the tripo previous meridian, in cook county, il linos.

The North starty 53.50 lest of the Southeasterly 160.00 lest of Lots 1, 2, 3, 4, 6, 6, 7 and 8 in Schupp's Subdivision of Lots 20 and 21 (except)— Journ 103 feet of said let 21) in Bournamative Subdivision, being a subdivision of part of the Southeast quarter (1/4) of the Southeast quarter (1/4) in Section 12, Tennship 40 North, Range 13, East of the Third Princip of the Adam, in Cook County, Minote.

PARCEL 3:

PAIRCEL 3:
The Northwesterly 53 (a) is it of the Southeasterly 106.50 feet of Loss 1, 2, 3, 4, 5, 6, 7 and 8 in Schapp's Subdivision of Loss 20 and 21 (except the South 103 in a chapt's Subdivision of part of the Best half (1/2) of the Southeast quarter (1/4) and at of the Southeast quarter (1/4) and at of the Southeast quarter (1/4) and at of the Southeast quarter (1/4) in Southeast Quarter (1/4) in Southeast (1/4) in Southeas

PARCEL 4:

The Southeasterly 53.00 less of Lots 1, 3, 5, 1, 9, 6, 7 and 8 in Schupp's Subdivision of Lots 20 and 21 (except the South 103 feet of said let 21) in Bournanutile's Subdivision, being a sub-"Anton of pert of the East helf (1/2) of the Southeast quarter (1/4) and all of the Southeast quarter (1/4) of the Sout Office Office Cook County Sinche.

5035 N. Lincoln Avenue, Chicago, IL 60625

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