

# UNOFFICIAL COPY

Doc#: 2031020043 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 11/05/2020 08:20 AM Pg: 1 of 8

Prepared By:  
Finance of America Commercial LLC  
4201 Congress Street, Ste. 475  
Charlotte, NC 28209

After Recording Return To:  
Fidelity Title  
1990 E Algonquin Rd # 200  
Schaumburg, IL 60173

## ASSIGNMENT OF SECURITY INSTRUMENT

by

**B2R REPO SELLER 3B, L.P.,  
a Delaware limited partnership**

to

Blackstone Residential Operating Partnership LP,  
S/B/M to Blackstone Toro Operating Partnership LP

a Delaware limited partnership

Dated: As of NOV 16, 2017

State: Illinois

County: Cook

811260

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## ASSIGNMENT OF SECURITY INSTRUMENT

\* Blackstone Residential Operating Partnership LP,  
S/B/M to Blackstone Toro Operating Partnership LP

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 16 day of Nov, 2017, is made by B2R REPO SELLER 3B, L.P., a Delaware limited partnership, having an address at 4201 Congress Ave, Suite #475, Charlotte, North Carolina 28209 ("Assignor"), in favor of \*, a Delaware limited partnership, having an address at 2825 E. Cottonwood Pkwy, Ste. 500 ("Assignee"). Salt Lake City, UT 84141

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of November 03, 2017, executed by Todd McEwan, a single individual ("Borrower") and made payable to the order of Finance of America Commercial LLC, a Delaware limited liability company ("FACo"), predecessor-in-interest to Assignor in the stated principal amount of ninety-one thousand (\$91,000.00) 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 dated as of November 03, 2017, executed by Borrower for the benefit of FACo, as lender, and recorded on Nov 16, 2017 in the Real Property Records of Cook County, Illinois, as Document No. 1732018061 (the "Security Instrument"), in respect of the Premises.

~~That certain Assignment of Security Instrument dated as of November 03, 2017 from FACo to Assignor, as assignee, and recorded on \_\_\_\_\_, 20\_\_ in the~~

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Real Property Records of Cook County, Illinois, as Document No. \_\_\_\_\_ (the "Assignment of Security Instrument"), in respect of the Premises.

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:
- (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.

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[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:

B2R REPO SELLER 3B, L.P., a Delaware limited partnership

By: B2R Repo Seller 3B GP LLC, a Delaware limited liability company, its general partner

By: Finance of America Commercial LLC, a Delaware limited liability company, its sole member

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

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## ACKNOWLEDGMENT

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

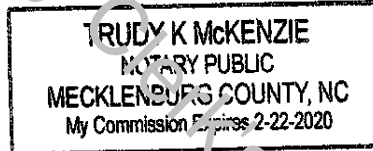
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Nov., 2017 by Stacy Loomis the Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, the sole member of B2R Repo Seller 3B GP LLC, a Delaware limited liability company, the general partner of B2R REPO SELLER 3B, L.P., a Delaware limited partnership, 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

(Premises Description)

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## EXHIBIT A

Order No.: SC17027914

For APN/Parcel ID(s): 24-28-405-002-0000

For Tax Map ID(s): 24-28-405-002-0000

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PIN NO: 24-28-405-002-0000

COMMON ADDRESS: 4937 W 123rd Street, Alsip, IL 60803

LOT SEVEN (7) IN CARVER'S ADDITION, A SUBDIVISION OF PART OF THE NORTH TWELVE (12) ACRES OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON FEBRUARY 23, 1955, AS DOCUMENT NUMBER 1577173.

Cook County Clerk's Office