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Doc# 2104021288 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/09/2021 03:21 PM Pg: 1 of 7

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

After Recording Return To:
Boston National Title Agency, LLC
129 W Trade St, 9th Floor
Charlotte, NC 28202

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 29, 2017

State: Illinois

County: Cook

811379

Assignment of Security Agreement (Repo to Blank)
FACo 611

Page 1

v.20160908
(Loan # 170171887-434)

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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 29 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 24, 2017, executed by Craig Yarbrough, a married man ("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 one hundred fifteen thousand (\$115,000.00) 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 24, 2017, executed by Borrower for the benefit of FACo, as lender, and recorded on Apr. 13, 2018 in the Real Property Records of Cook County, Illinois, as Document No. 181637297 (the "Security Instrument"), in respect of the Premises.

That certain Assignment of Security Instrument dated as of November 24, 2017 from FACo to Assignor, as assignee, and recorded on Apr. 19, 2018 in the

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Real Property Records of Cook County, Illinois, as Document No. 1810908160 (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]

Property of Cook County Clerk's Office

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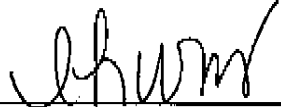
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

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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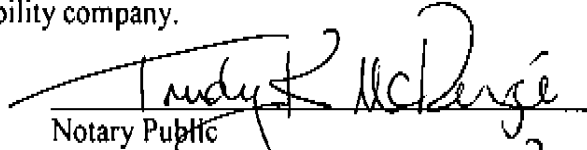
ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 20th day of NOV, 2017

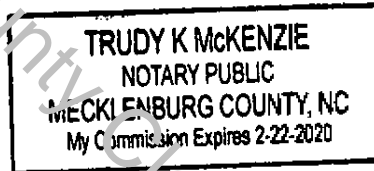
by Stacy Loomis the Authorized Signatory of Finance of America Commercial LLC, a Delaware limited liability company, the sole member of B2R Repo Seller 3B GP LLC, a Delaware limited liability company, the general partner of B2R REPO SELLER 3B, L.P., a Delaware limited partnership, on behalf of said limited liability company.


Notary Public

Print Name: Trudy K McKenzie

My commission expires:

2-22-2020



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EXHIBIT "A"

The following described real estate situated in the County of Cook, in the State of Illinois, to wit:

The North 36-3/4 of Lot 8 (Except the West 29 feet thereof) in Block 5 in Jennings's subdivision of Part of Jennings and Moffett's Subdivision of the South 60 acres of the East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois.

NOTE: The Property address and tax parcel Identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Tax ID# 20-10-312-024-0000

Being that parcel of land conveyed to Click Development, LLC from Real Community Development Corporation by that deed dated 5/23/2014 and recorded 5/23/2014 in deed Document No. 1414339059 of the Cook County, IL public registry.

Being that parcel of land conveyed to Real Community Development Corp., an Illinois Corporation from Janice Yarbrough, an unmarried woman by that deed dated 7/27/2013 and recorded 9/10/2013 in deed Document No. 1325301100, of the Cook County, IL public registry.

PARCEL NUMBER(S): 20-10-312-024-0000 (for informational purposes only)
5336 S CALUMET AVE, CHICAGO, IL 60615

Cook County Clerk's Office