Doc#. 2104039281 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 02/09/2021 03:23 PM Pg: 1 of 7

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

After Recording Return To: **Nations Lending Services** 9801 Legler Road Lenexa, KS 66219

ASSIGNMENT OF SECURITY INSTRUMENT by

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

Blackstone Residential Operating Purtnership LP, S/B/M to Blackstone Toro Operating Fartnership L

Dated: As of Feb 28

State: Illinois

County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

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

THIS ASSIGNMENT OF SECURITY INST	FRUMENT (this " <u>Assignment</u> "), made
and entered into as of the 21 day of Feb, 2017, is m	nade by B2R REPO SELLER 3B, L.P.,
a Delaware limited partnership, having an address at 4201	
North Carolina 28209 ("Assignor"), in favor	of <u>*</u> , a
North Carolina 28209 ("Assignor"), in favor	2825 E.Cottonwood Pkwy, Ste. 500
("Assignee").	Salt Lake City, UT 84141

WITNESSETH

WHERE S. Assignor is the present legal and equitable owner and holder of that certain Promissory Note cared as of February 21, 2017, executed by Click Development, LLC ("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 two diousand (\$102,000.00) 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 arm xed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter alia</u>, 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. <u>Assignment</u>. 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 data hereof:

Property Records of Cook County, Illinois, as Document No. <u>1706/55083</u>(the "<u>Assignment of Security Instrument</u>"), in respect of the Premises.

- 2. <u>Assumption</u>. 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. <u>Representations and Warranties of Assignor</u>. 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) Assigner 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Headings</u>. 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. <u>Interpretation</u>. 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 valsa), 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.

[SIGNATURE PAGE FOLLOWS]



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

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

And Or Collings Finance of America Commercial LLC, a Delaware limited liability company, its sole member

Name: Stacy Loomis

Title: Authorized Signatory

4201 Congress Street, Suite #475 Charlotte, North Carolina 28209 Attention: Legal Department

Facsimile No.: (704) 243-9201

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this day of +20, 2012 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 caid limited liability company.

Notary Public

Print Name: Wudy MCKYN

My commission expires:

2-22-2020

EXHIBIT A

(Premises Description)

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 7 IN BLCCK 9 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2 TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM CLICK REALTY & DEVELOPMENT AND JANICE YARBROUGH RECORDED 03/11/2013 IN DOCUMENT NUMBER 1307028000, IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 1525 E 93RD ST, CHICAGO, IL, 60619
TAX ID: 25-02-417-005-0000