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Doc#. 2108446071 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 03/25/2021 03:56 PM Pg: 1 of 4

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CAF Bridge Borrower MS 2, LLC 19800 MacArthur Blvd., Suite 1150 Irvine, CA 92612

17-03-222-025-1097

(Space Above For Recorder's Use)

# ABSOLUTE ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

THIS ABSOLUTE ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") dated July 13, 2020 (the "Effective Date"), by CAF Bridge Borrower MS, LLC. ("Assignor").

RECITALS:

- A. Concurrently herewith, Assignor has conveyed to CAF Bridge Borrower MS 2, LLC ("Assignee") all of Assignor's rights, itle and interest in, to and under that certain mortgage loan (the "Loan") made to Adam J. Bilter ("Borrower")
- B. In connection with the conveyance of the Loan by Assignor to Assignee, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all of Assignor's rights, title and interest in, to and under: (i) that certain Note dated as of August 5, 2019 executed by Borrower in the principal amount of \$87,500.00 (the "Note") (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of August 5, 2019 executed by Borrower, and recorded in the Official Records of Cook County, Illinois (the "Official Records"), on August 14, 2019 as Instrument No. 1922613226 (the "Mortgage") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference; and (iii) any and all other documents and instruments executed in connection therewith (the "Other Documents"). The Note, the Mortgage, and Other Loan Documents, including without limitation that certain Absolute Assignment of Lessor's Interest in Leases and Rents executed by Borrower and recorded in the Official Records as Instrument No. 1922613227 shall be collectively referred to herein as the "Assigned Loan Documents."
- C. 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 Assigned Loan Documents, including, without limitation, all lien rights or other rights or interests in

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

- 2. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illino s.

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

**ASSIGNOR:** 

CAF Bridge Borrower MS, LLC

۵ν:

Name: Sokun Soun

Authorized Signor

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#### 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)
County of Orange)

On July 13, 2020 before me, Christopher Terranova, Notary Public personally appeared Sokun Soun, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

CHRISTOPHER TERRANOVA

Notary Public - California Orange County Commission # 2259791 My Comm. Expires Sep 25, 2022

WITNESS my hand and official seal

Signature (Seal)

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#### Exhibit A

#### **Legal Description**

The land referred to herein below is situated in the County of Cook, State of Illinois, and is described as follows:

UNIT 17E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 253 E. DELAWARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25993450, AS AMENDED, IN SECTION 3. TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLEVOIS.

Property address: 253 East Delaware Place, Apt. 17E, Chicago, IL 60611 OFFICE

Tax Number: 17-03-222-025-1097