

UNOFFICIAL COPY

Doc#: 2235325121 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/19/2022 02:47 PM Pg: 1 of 7

PREPARED BY:
Karen Wade Esq.
Alston & Bird LLP
2220 Ross Avenue, Suite 2300
Dallas, TX 75201

UPON RECORDATION RETURN TO:
Attn: Tim Murray
OS National LLC
3097 Satellite Blvd, Ste 400
Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

COLONY AMERICAN FINANCE 2016-1, LTD,
a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE
BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-2 TRUST
MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of 7/29/2021

State: Illinois
County: Cook

UNOFFICIAL COPY

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 7/29/2021, is made by **COLONY AMERICAN FINANCE 2016-1, LTD**, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignor"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-2 TRUST MORTGAGE PASS-THROUGH CERTIFICATES**, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as January 14, 2016 executed by **6217 Kimbark LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("CAF"), predecessor-in-interest to Assignor, in the stated principal amount of One million forty-two thousand five hundred dollars and no cents (\$1,042,500.00) (the "Note") 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, and Fixture Filing dated as of January 14, 2016, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on January 21, 2016 in the Real Property Records of Cook County, Illinois, as Document No. 1602118023, Book , Page (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

Loan # 17594

Assignment of Security Instrument (DEPOSITOR TO TRUST) – Page 1

Cook / Illinois

#35666147

UNOFFICIAL COPY

2. 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.

3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. 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.

6. 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.

7. Partial Invalidation. 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.

Loan # 17594

Assignment of Security Instrument (DEPOSITOR TO TRUST) - Page 2

Cook / Illinois

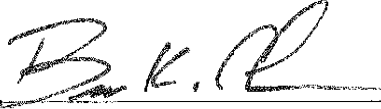
#35666147

UNOFFICIAL COPY

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

ASSIGNOR:

Colony American Finance 2016-1, LTD, a
Delaware limited liability company

By: 

Name: Bradley K. Chmura

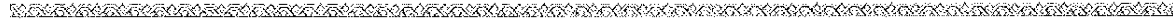
Title: Chief Operating Officer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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 September 19, 2022 before me, Christopher Monter Cablayan, Notary Public,
Date Here Insert Name and Title of the Officer

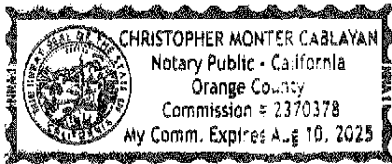
personally appeared Bradley K. Chmura
Name(s) of Signer(s)

N/A

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.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

UNOFFICIAL COPY

SCHEDULE 1

14437 SANDERSON AVE, DOLTON, COOK,IL 60419

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Address : 14437 SANDERSON AVE, DOLTON, COOK,IL 60419

Parcel Identification Number : 29-03-419-067-0000

Client Code : 36057

LOT 22 (EXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 20 FEET OF LOT 22 IN BLOCK 1 OF D. LEONARD'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office