

Title documents

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20220437277



Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/21/22 AT 08:00AM

FEES:	94.00
TAXES:	0.00
OTHER:	0.00
SB2:	225.00
PAID:	319.00



LEADSHEET



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SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

343062

RECORDING REQUESTED BY

Fidelity National

AND WHEN RECORDED RETURN TO:

Mechanics Bank
100 North Crescent Drive, Suite 125
Beverly Hills, CA 90210

Re: 5510 Jed Smith Rd Hidden Hills, CA 91302

APN: 2049-002-030

343062 - AW

(Space Above for Recorder's Use Only)

COLLATERAL ASSIGNMENT OF DEED OF TRUST
AND OTHER LOAN DOCUMENTS

This Collateral Assignment of Deed of Trust and other Loan Documents ("Assignment") is executed as of April 5, 2022 by Crosswind Mortgage REIT, L.P., a Delaware limited partnership ("Holder"), whose address for notice is 10960 Wilshire Boulevard, Suite-1050, Los Angeles, California 90024, in favor of Mechanics Bank ("Lender"), whose address for notice is 100 North Crescent Drive, Suite 125, Beverly Hills, CA 90210. This Assignment is made with reference to the following facts:

A. On or about March 30, 2022, Holder made a loan to 5510 Jed Smith Rd. LLC, a California Limited Liability Company ("Maker") in the original principal amount of \$9,600,000.00 evidenced by that certain Promissory Note dated March 28, 2022 executed by Maker as maker in favor of Holder as payee (the "Note"), and (i) secured by, among other security (a) that certain Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of March 28, 2022, made by Maker as trustor, naming Fidelity National Title Company, as trustee, in favor of Holder as beneficiary, encumbering certain real property owned by Maker more particularly described therein (the "Project"), which Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing recorded March 31, 2022 as Instrument No. 20220359035 in the Official Records of Los Angeles County, California (the "Official Records") (the "Deed of Trust"); (the Deed of Trust, the Note, and the other documents evidencing, securing, guarantying and otherwise relating to the Note are, collectively, referred to as the "Underlying Loan Documents").

B. Pursuant to a Credit Facility Agreement dated October 11, 2019 (the "Loan Agreement"), Lender has made a loan to Holder, evidenced by a Secured Promissory Note (Revolving) made by Holder in favor of Lender and secured, in part, pursuant to a Security Agreement of even date providing for this Assignment.

C. Concurrently herewith, Holder has executed an Allonge to the Note and delivered the Note and the Allonge to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and effective as of the date of recordation hereof, Holder hereby grants, assigns, and transfers to Lender all of Holder's right, title and interest in and to the Underlying Loan Documents, including, without limitation, the Deed of Trust and any and all lien rights or other rights or interests in and to the Project arising thereunder, all sums of money due and to become due thereunder, and all accrued interest or other charges thereon.

THIS ASSIGNMENT IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE LOAN AGREEMENT AND REFERENCE IS MADE TO THAT LOAN AGREEMENT AS TO THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE HOLDER AND LENDER IN RELATION TO THE UNDERLYING LOAN DOCUMENTS. TO PROTECT LENDER'S SECURITY HEREUNDER, WHILE ANY EVENT OF DEFAULT EXISTS UNDER THE LOAN AGREEMENT, HOLDER EXPRESSLY AGREES THAT IT SHALL NOT WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LENDER, TO BE GRANTED OR WITHHELD IN LENDER'S SOLE DISCRETION, (A) MODIFY ANY OF THE UNDERLYING LOAN DOCUMENTS, (B) CAUSE THE DEED OF TRUST OR OTHER UNDERLYING LOAN DOCUMENTS TO BE RELEASED OR RECONVEYED, OR (C) COMPROMISE OR SETTLE ANY CLAIM OR DEMAND IN RESPECT OF THE UNDERLYING LOAN DOCUMENTS. THIS ASSIGNMENT IS SUBJECT TO RELEASE BY LENDER ONLY ON RECEIPT BY LENDER OF A RELEASE FEE AS DESCRIBED IN THE LOAN AGREEMENT.

[Signature page follows]

EXECUTED as of the date first above written.

HOLDER:

Crosswind Mortgage REIT, L.P., a Delaware Limited Partnership

By: Gregory S H C
Name: Gregory S. Hebner
Title: Authorized Agent

Gregory

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 Los Angeles)

On April 5, 2022, before me, Desiree C. Reyes, a Notary Public, personally appeared Gregory S. Hebner, 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 Desiree C. Reyes

