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2001-04-23 15:57:44

Cook County Recorder 31.50

0010330611

# ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC

(Assignor)

to

PRUDENTIAL MORTGAGE CAPITAL FUNDING, LLC

(Assignee)

Dated as of April <u>/3</u>, 2001

County of Cook (the "County")

State of Illinois (the "State"

Record and Return to:

Winston & Strawn 200 Park Avenue New York, New York 10166 Attention: Nadgia James

01-01910,577

568584.1

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# ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, whose address is 100 Mulberry Street, GC4, Ninth Floor, Newark, New Jersey 07102-4069 (the "Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to PRUDENTIAL MORTGAGE CAPITAL FUNDING, LLC, a Delaware limited liability company, whose address is 100 Mulberry Street, GC4 Ninth Floor, Newark, New Jersey 01702-4069 (the "Assignee"), its successors, participants and assigns, all right, title and interest of Assignor in and to an ASSIGN AFNT OF LEASES AND RENTS given by KRC Pulaski 841, Inc., an Illinois corporation (the "Borrower") dated as of even date herewith and recorded on April \_\_\_, 2001 in the Real Estate Records of the County of Cook, in Book , Page , as Instrument , securing the payment of a certain Promissory Note of even date therewith in the original principal arroant of ELEVEN MILION FIVE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$11,590,000.00) made by the Borrower, payable to the order of Assignor, and creating a first lien on the property described in Exhibit "A" attached hereto and by this reference made a part hereof; 0010330608

TOGETHER WITH any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee; and

TOGETHER WITH any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the /3 day of April, 2001.

PRUDENTIAL MORTGAGE CAPITAL

COMPANY, LLC,

Property of County Clark's Office a Delaware limited liability company

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County Clork's Office

STATE OF NEW JERSEY

COUNTY OF ESSEX

I certify that on \_\_\_\_\_\_\_, Paul Reynolds personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person signed and delivered the attached document as Principal of PRUDENTIAL MORTGAGE CAPITAL COMPANY, L.L.C., a Delaware limited liability company, named in this document; and
- (b) this document was signed, and made by the limited liability company as its act and deed by virtue of the authority of the Operating Agreement of said limited liability company.

Sylvia Kearney, Notary Public

My commission expires: 9/25/2004

SYLVIA KEARNEY Notary Public of New Jersey No. 2229974 Commission Expires Sept. 25, 2004

[Affix Notary Seal]

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 01-01910

#### LEGAL DESCRIPTION:

THAT PART OF THE WIT 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF PULASKI ROAD; ON THE NORTH BY THE CENTER LINE OF 44TH STREET; ON THE EAST BY THE CENTER LINE OF SPRINGFILL AVENUE; ON THE SOUTH BY THE CENTER LINE OF 45TH STREET, IN COOK COUNTY, ILLINOIS.

#### ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF THE SCOTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF 44TH STREET BEING ON THE EAST RIGHT-OF-WAY LINE OF PULASKI ROAD; THENCE SOUTH 89 DESPRES 21 MINUTES 17 SECONDS EAST ALONG SAID CENTER LINE OF 44TH STREET A DISTANCE OF 617.59 FEET TO A POINT, THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE CENTER LINE OF SPRINGFIELD AVENUE A DISTANCE OF 667.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 19 MINUTES 46 SECONDS WEST ALONG THE CENTER LINE OF 45TH STREET A DISTANCE OF 617.83 FROM TO A POINT, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST RIGHT OF MAY LINE OF PULASKI ROAD A DISTANCE OF 667.54 FEET TO THE POINT OF BEGINNING, (THE REFERENCE HEREIN TO STREETS BEING THOSE PLATTED BY GILLETT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MIRIDIAN, RECORDED AS DOCUMENT NUMBER 62776), IN COOK COUNTY, ILLINOIS.

THE ABOVE ALSO DESCRIBED AS:

## NEW MEASURED LEGAL DESCRIPTION:

LOT 3, JAMES GILLETT'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUAFTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COOK COUNTY, ILLINOIS TOGETHER WITH THE SOUTH HALF OF 44TH STREET, THE WEST FALF OF SPRINGFIELD AVENUE, AND THE NORTH HALF OF 45TH STREET, BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF 44TH STREET AND THE EAST RIGHT OF WAY LINE OF PULASKI AVENUE; THENCE SOUTH 89 DEGREES 21 MINUTES 17 SECONDS EAST, 617.59 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, 667.82 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 46 SECONDS WEST, 617.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 667.54 (Continued)

SCHEDULE A - PAGE 2

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LAWYERS TITLE INSURANCE CORPORATION

### SCHEDULE A LEGAL DESCRIPTION CONTINUED

TO THE POINTHERLY,

THE NORTHERLY,

IN.

19-02-302-005

4433 S. Pulashi

Checago, IL FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR PUBLIC ROAD PURPOSES OVER THE NORTHERLY, FASTERLY AND SOUTHERLY 33.00 FEET OF THE PREMISES DESCRIBED