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Cook County Recorder 35.50

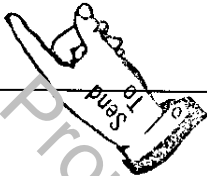
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Prepared by and when recorded,  
return to:



**Record and Return To:**

AMERICAN TITLE COMPANY  
Ms. Carole Badgett (005)  
6029 Beltline Road, Suite 250  
Dallas, TX 75254



(Space Above for Recorder's Use)

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

to

CCG POOL NUMBER 2, INC. a Delaware corporation

FIRST AMERICAN TITLE

ORDER # DC011003  
*LKatas*

Date: as of February 19, 2002

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (this "Assignment"), made and entered into this 19 day of February, 2002, is by SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation, having an address of One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481 ("Assignor"), in favor of CCG POOL NUMBER 2, INC., a Delaware corporation, having an address in care of Coventree Capital Group, Inc., Thomson Building, 65 Queen Street West, 10<sup>th</sup> Floor, Toronto, Ontario, Canada M5H 2M5 ("Assignee").

WITNESSETH

WHEREAS, Assignor made a loan in the stated principal amount of Five Million Three Hundred Fifty Thousand and 00/100 Dollars (\$5,350,000.00)(the "Loan") to SCHAUMBURG MARKETPLACE, LLC an Illinois limited liability company ("Borrower"), evidenced by a promissory note dated January 24, 2001 (the "Note") in connection with the financing of certain real property situated in the County of Cook and State of Illinois more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured by, among other things, the Mortgage, as defined on Exhibit B annexed hereto; and

WHEREAS, Assignor, as seller, and Assignee, as purchaser, have entered into that certain Seller Mortgage Loan Purchase Agreement dated substantially of even date herewith (the "Purchase Agreement"), whereby Assignor has agreed to convey to Assignee all of its right, title and interest in the Loan, the Note, the Mortgage and all other documents and agreements executed in connection with the Loan evidenced by the Note; 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 Mortgage.

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 document as identified and more particularly described in Exhibit B attached hereto, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor from and after the date hereof.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, except as set forth in the Purchase Agreement.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

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 used in any manner in the interpretation of this Agreement.

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 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 circumstances 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.

8. Further Agreements. Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage and Security Agreement as of the date above first written.

WITNESS:

ASSIGNOR:

SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation

By: [Signature]  
Name: NANCY McMILLAN

By: [Signature]  
Name: Dianna E. Hayes  
Title: For President

By: [Signature]  
Name: Stephen Picardelli

By: [Signature]  
Name: Leo J. Barrett, Jr.  
Title: For Secretary

By: [Signature]  
Name: NANCY McMILLAN

By: [Signature]  
Name: Stephen Picardelli

Office of Cook County Clerk's Office

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Commonwealth of Massachusetts  
County of Norfolk

On this 13<sup>th</sup> day of February, 2002 before me appeared Dianna E. Hayes and Leo J. Barrett, Jr., both to me known to be acting for the President and Secretary respectively of the Sun Life Assurance Company of Canada, the corporation that executed the annexed instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute this instrument, and that the seal affixed is the corporate seal of said corporation.

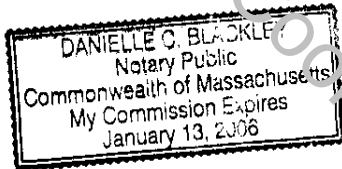
IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal the day and year first above written.

*Danielle C. Blackley*

Notary Public

My Commission Expires:

[SEAL]



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EXHIBIT A

PROPERTY DESCRIPTION  
(Attached hereto)

Property of Cook County Clerk's Office

**LEGAL DESCRIPTION:**

THE WEST 1650.00 FEET (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SCHAUMBURG, COOK COUNTY, ILLINOIS (EXCEPTING AND RESERVING THEREFROM THE WEST 950.0 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; ALSO EXCEPTING THEREFROM THAT PART LYING SOUTH OF AND ADJOINING A LINE DRAWN PERPENDICULAR TO AND EXTENDING WEST FROM A POINT ON THE EAST LINE WHICH IS 492.807 FEET NORTH OF THE NORTHERLY LINE OF HIGGINS ROAD, AS WIDENED, AND EXCEPTING THAT PART LYING NORTH OF THE SOUTH LINE OF GOLD ROAD, AS CONDEMNED PER COURT CASE NUMBER 71L8422), IN COOK COUNTY, ILLINOIS.

PIN: 07-15-100-028

CKA: 155-255 West Golf Road, Schaumburg, IL

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## EXHIBIT B

### DESCRIPTION OF MORTGAGE AND SECURITY AGREEMENT

Mortgage and Security Agreement, by Schaumburg Marketplace, LLC, an Illinois limited liability company, as borrower, to Sun Life Assurance Company of Canada, a Canadian corporation, as lender, dated January 24, 2001, and recorded January 31, 2001, as Document No. 0010081177 in the Office of the Clerk of Cook County, State of Illinois (the "Mortgage").

Property of Cook County Clerk's Office