



This instrument was prepared by and

WHEN RECORDED RETURN TO:
KC WILSON & ASSOCIATES
23232 PERALTA DR. STE. 218
LAGUNA HILLS, CA 92653
27 FUNB 2001 C4

PIN: 17-08-424-007
17-08-424-012
17-08-424-013

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ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

LASALLE BANK NATIONAL ASSOCIATION, formerly known as
LASALLE NATIONAL BANK, not personally,
but solely as Trustee under Trust Agreement dated August 15, 1998
and known as Trust No. 121868

and

LAKE STREET LOFTS, L.L.C.,
as Borrower

to

FIRST UNION NATIONAL BANK,
as Assignor

Date: Nov. 28, 2001

Loan No.: 50-2696703

Lake Street Lofts

PROPERTY ADDRESS:
910 West LAKE STREET
Chicago, IL 60607

3350
2
[Handwritten marks]

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 29th day of November, 2001, is by FIRST UNION NATIONAL BANK, having an office at 201 South Tryon Street, Suite 130, PMB Box #4, Charlotte, North Carolina 28202 ("Assignor"), in favor of * _____ having an office at** _____ ("Assignee").

* SEE EXHIBIT B FOR ASSIGNEE NAME ** 751 Kasota Avenue, Ste. MDC Minneapolis, MN 55414

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a note, dated as of August 30, 2001 executed by LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated August 15, 1998 and known as Trust No. 121868, and LAKE STREET LOFTS, L.L.C., an Illinois limited liability company (collectively, "Borrower"), and made payable to the order of First Union National Bank ("First Union") in the stated principal amount of Ten Million Three Hundred Thousand and No/100 Dollars (\$10,300,000.00) (the "Note") in connection with the refinancing of certain real property situated in the City of Chicago, County of Cook and State of Illinois as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured by the Mortgage and Assignment of Leases, both 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 Mortgage and the Assignment of Leases.

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 documents and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the following documents from and after the date hereof:

a. That certain Mortgage and Security Agreement, dated as of August 30, 2001 from Borrower to First Union in the stated principal amount of Ten Million Three Hundred Thousand and No/100 Dollars (\$10,300,000.00) (the "Mortgage"), encumbering the Premises,

together with the notes and bonds secured thereby and recorded in the Cook County Clerk's office 8/31/01 as #0010813933; and

b. That certain Assignment of Leases and Rents dated as of August 30, 2001 from Borrower to First Union (the "Assignment of Leases"), assigning to First Union all existing and future leases and rents relating to the Premises and recorded in the Cook County Clerk's office in 8/31/01 as #0010813934.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located.

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.

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UNOFFICIAL COPY 20778640

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

ASSIGNOR:

FIRST UNION NATIONAL BANK

By: 

Name: ALAN KRONOVET
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF NORTH CAROLINA

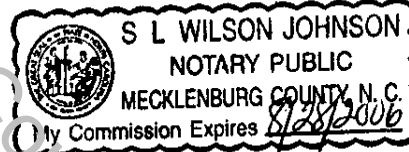
20778640

COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ALAN CRONOVET personally known to me to be the Vice President of FIRST UNION NATIONAL BANK, a national banking association, personally known to the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as such Vice President, as his/her voluntary act and deed and as the free and voluntary act and deed of said national banking association, for the uses and purposes herein set forth.

Given under my hand and official seal the 28th day of November, 2007.

S L Wilson Johnson
Notary Public



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Exhibit A

Legal Description

Lots 10, 11, 12, 13, 14, 15 and 16 taken as a tract in Block 21 in Carpenter' s Addition to Chicago in the Southeast 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Exhibit B

20778640

Loan number: 272001C4

Property Name: Lake Street Lofts

Assignee Name: Wells Fargo Bank Minnesota, N. A., as Trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2001-C4

Address: CMBS Certifications
751 Kasota Avenue
Suite MDC
Minneapolis, MN 55414

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