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Doc#: 0417710117

Eugene "Gene" Moore Fee: \$32.50

Cook County Recorder of Deeds

Date: 06/25/2004 04:23 PM Pg: 1 of 5

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## ASSIGNMENT OF MORTGAGES AND OTHER LOAN DOCUMENTS

For value received, the receipt, adequacy and sufficiency of which are hereby acknowledged, LaSalle Bank National Association (formerly known as LaSalle National Bank), a national banking association, as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 1999-C1, ("Assignor"), having a mailing address of c/o Lennar Partners, Inc., 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, hereby sells, assigns, conveys and otherwise transfers to GSMS 1999-C1 East Delaware Place, LLC, an Illinois limited liability company, ("Assignee"), having a mailing address of c/o Lennar Partners, Inc., 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, all of Assignor's right, title and interest acto and under, and all rights, titles, liens and interests created by, contained in or arising under, the following:

- 1. Mortgage, Security Agreement and Assignment of Leases and Rents dated as of April 21, 1998, made by Whitehall Hotel, L.L.C., an Illinois limited liability company, ("Borrower") in favor of Aries Capital Incorporated, an Illinois corporation, ("Original Lender") recorded on April 30, 1998, in the Office of the Recorder of Deeds of Cook County, Illinois (the "Records"), as Document No. 98352249, securing a certain Mortgage Note made by Borrower in favor of Original Lender in the original principal amount of Sixteen Million Dollars (\$16,000,000.000);
- 2. Assignment of Leases and Rents dated as of April 21, 1998, made by Borrower in favor of Original Lender, recorded in the Records as Document No. 98352250;
- Mortgage, Security Agreement and Assignment of Leases and Rents dated as of April 21, 1998, made by Borrower in favor of Original Lender recorded on April 30, 1998 in the Records, as Document No. 98352251, securing a certain Mortgage Note made by Borrower in favor of Original Lender in the original principal amount of Two Million Dollars (\$2,000,000.00);
- 4. Assignment of Leases and Rents dated as of April 21, 1998, made by Borrower in favor of original Lender recorded in the Records as Document No. 98352252;

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- 5. Mortgage, Security Agreement and Assignment of Leases and Rents dated as of November 19, 1998, made by Borrower in favor of Daiwa Finance Corp., a New York Corporation, recorded on November 24, 1998 in the Records, as Document No. 08063818, securing a certain Mortgage Note made by Daiwa Finance Corp. in favor of Original Lender in the original principal amount of One Million Dollars (\$1,000,000.00);
- 6. Assignment of Leases and Rents dated as of November 19, 1998, made by Borrower in favor of Daiwa Finance Corp. recorded in the Records as Document No. 08063819;
- 7. Mortgage Consolidation, Modification and Restatement Agreement dated as of November 19, 1998, between Borrower and Daiwa Finance Corp. recorded on November 24, 1998, in the Records as Document No. 08063818;
- 8. Mortgage Consolidation, Modification and Restatement of Assignment of Leases and Rents Agreement dated as of November 19, 1998, between Borrower and Daiwa Finance Corp. recorded on November 24, 1998, in the Records as Document No. 08063821. All other loan documents executed in connection therewith, all for the property described in Exhibit A hereto, and all rights, titles. Jiens and interests created thereby, arising thereunder or contained therein;

TOGETHER WITH all sums and other obligations described therein and in the notes referred therein;

TO HAVE TO HOLD the same unto the Assignee and to the successors and assigns of the Assignee forever.

THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, BY OPERATION OR LAW OR OTHERWISE, OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the 24 day of June, 2004.

LaSalle Bank National Association (formerly known as LaSalle National Bank), a national banking association, as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 1999-C1

By: Lennar Partners, Inc., a Florida corporation, its attorney-in-fact, under Limited Power of Attorney dated June 10,1999

Name: Randolph J. Wolpert

Title: Vice President

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### **ACKNOWLEDGMENT**

STATE OF FLORIDA ) SS **COUNTY OF MIAMI-DADE**)

The foregoing instrument was acknowledged before me this <u>44</u> day of June, 2004, by Randolph J. Wolpert, Vice President of Lennar Partners, Inc., attorney-in-fact for LaSalle Bank National Association (formerly known as LaSalle National Bank), a national banking association, as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 1999-C1.

200x

MARIA E. RUIZ MY COMMISSION # DD 093329

**EXPIRES: May 21, 2006** 

Notary Public

This document prepared by and after recording return to:

David G. Lynch Piper Rudnick LLP 203 North LaSalle Street, Suite 1800 Chicago, Illinois 60601

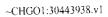
Property Address:

105 East Delaware Place, Chicago, Linois 

Permanent Index No:

17-03-218-002-0000 17-03-218-014-0000 17-03-218-018-0000

17-03-218-001-0000



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### 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THAT PART OF LOT 8 IN BLOCK 14 IN THE SUBDIVISION BY THE COMMISSIONER'S OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 8; THENCE SOUTHEASTERLY 27 FEET; THENCE EAST 100 FEET: THENCE NORTHWESTERLY 27 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 1/2 OF LO. 8 IN BLOCK 14 IN THE SUBDIVISION BY THE COMMISSIONER'S OF THE ILLINOIS AND MICHICAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS COMMENCING IT THE NORTH WEST CORNER OF SAID LOT 8; THENCE SOUTHEASTERLY 27 FEET; THENCE EAST 100 FEET; THENCE NORTHWESTERLY 27 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 100 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST 1/2 OF LOT 7, EXCEPT THE SOUTHERLY 15 FEET THEREOF, IN THE SUBDIVISION OF BLOCK 14 IN THE SUBDIVISION BY THE COMMISSIONER'S OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 9, 10, 11, AND 12 IN STEINBACH AND NEWFING'S SUPPLIVISION OF OUT-LOT OR BLOCK 14 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 13, THAT PART OF LOT 14 LYING SOUTHERLY OF SAID LOT 13 AND WESTERLY OF THE EASTERLY LINE OF LOT 13 EXTENDED SOUTHEASTERLY, AND THAT PART OF THE EAST 1/2 OF LOT 8 LYING WESTERLY OF THE EASTERLY LINE OF LOT 13 EXTENDED SOUTHEASTERLY IN THE SUBDIVISION OF BLOCK 14 OF THE CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 5 CREATED BY AGREEMENT BY AND BETWEEN PUTMAN PUBLISHING COMPANY AND THE CONCREGATION OF THE FOURTH PRESBYTERIAN CHURCH OF CHICAGO RECORDED AS DOCUMENT 18914038 AND AMENDED BY 19855356 FOR (1) INGRESS AND EGRESS TO AND FROM THE FIRE EXIT FACILITIES LOCATED IN OR ON THE BUILDING ON PARCEL 5; (2) MAINTAINING A FIRE ESCAPE AND FOR LIGHT AND AIR OVER THAT PART OF

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THE LAND EAST AND ADJOINING PARCEL 5 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED AS FOLLOWS:

LOT 15 AND THAT PART OF LOTS 14 AND 8 LYING EAST OF THE EAST LINE OF LOT 13 AND THE EAST LINE OF LOT 13 AS EXTENDED SOUTHEASTERLY IN SAID SUBDIVISION OF BLOCK 14 (HEREINAFTER KNOWN AS "EAST PREMISES") 4 FEET NORTHWEST OF THE SOUTHWEST CORNER OF SAID "EAST PREMISES"; PROCEED THENCE NORTHEASTERLY ALONG A LINE FOR A DISTANCE OF 4 FEET; PROCEED THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO AND 4 FEET EASTERLY OF SAID WESTER'S LINE FOR A DISTANCE OF 40 FEET; PROCEED THENCE SOUTHWESTERLY ALONG A LINE TO SAID WESTERLY LINE; PROCEED THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; (3) AN UNDER AND ABOVE SURFACE EASEMENT TO MAINTAIN AT ITS PRESENT LOCATION SO MUCH OF THE EXISTING EAST WALL (INCLUDING FOOTINGS, FOUNDATION AND CHIMNEY) OF THE BUILDING LOCATED ON PARCEL 5 ONTO "EAST PREMISES; (4) FOR THE EXCLUSIVE USE AND OCCUPANCY OF THE "EASEMENT USE AREA" INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE "EASEMENT USE AREA" (AS DEFINED IN THE AGREEMENT RECORDED AS DOCUMENT 18914038) FROM THE OUTSIDE ENTRANCE DOOR LOCATED IN THE NORTH WALL OVER PUBLA PUBLA AND ACROSS SUCH PORTION OF THE "EAST PREMISES" IMMEDIATELY NORTH OF SAID DOOR AS SHALL BE NECESSARY TO REACH THE PUBLIC WAY NOW KNOWN AS EAST DELAWARE PLACE.

