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Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/28/2004 10:33 AM Pg: 1 of 7

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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

FROM

WACHOVIA BANK NATIONAL ASSOCIATION

TO

WELLS FARGO BANK MINNESOTA, N.A. AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE  
TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-C7

DATED OCT. 23, 2003

Prepared By: KC Wilson & Associates

When Recorded Return To:

KC Wilson & Associates  
23232 Peralta Drive, Suite 218  
Laguna Hills, CA 92653

Loan #: 12 WCH 03 C7



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## 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 23 day of Oct, 2003, is by WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 201 South Tryon Street, Suite 130, PMB Box #4, Charlotte, North Carolina 28202 ("Assignor"), in favor of \_\_\_\_\_ \* \_\_\_\_\_ a \_\_\_\_\_, having an office at \_\_\_\_\_ ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a note, dated October 3, 2003 executed by Michigan Avenue Suites, L.L.C., an Illinois limited liability company ("Borrower"), and made payable to the order of Wachovia Bank, National Association ("Wachovia") in the stated principal amount of Seventeen Million and No/100 Dollars (\$17,000,000.00) (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 October 3, 2003 from Borrower to Wachovia in the stated principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00) (the "Mortgage"), encumbering the Premises, together with the notes and bonds secured thereby and intended to be recorded in the Cook County Clerk's office ~~prior hereto~~; and  
*RECORDED 10/08/2003 Doc # 0328131164*

b. That certain Assignment of Leases and Rents dated as of October 3, 2003 from Borrower to Wachovia (the "Assignment of Leases"), assigning to Wachovia all existing

\* SEE EXHIBIT B FOR ASSIGNEE NAME & Address

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and future leases and rents relating to the Premises and intended to be recorded in the Cook County Clerk's office ~~prior hereto~~. *RECORDED 10/08/2003 Doc# 0328131165*

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.

**DOCUMENT PREPARED BY:**

KC Wilson & Associates  
23232 Peralta Dr. #218  
Laguna Hills, CA 92653  
Phone (949) 470-3960

By: \_\_\_\_\_


*SARAH HAWKINS*

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

Assignor:

WACHOVIA BANK, NATIONAL ASSOCIATION

By:   
Name: Renée D. Sides  
Title: AVP

Property of Cook County Clerk's Office

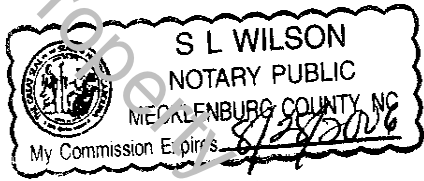
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STATE OF NORTH CAROLINA )  
 ) SS.:  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2003, by Leneie D. Sides, AVP of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: 8/28/2006

S L Wilson  
Notary Public



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## EXHIBIT A

### Legal Description

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 320 North Michigan Avenue, more particularly described as follows:

LOTS 39 AND 40 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Identification Number: 17 10 300 020 0000

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## Exhibit B

**Loan number:** 122003C7

**Property Name:** 320 North Michigan Avenue

**Assignee Name:** Wells Fargo Bank, N.A. as trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2003-C7, without recourse

**Address:** Wells Fargo Bank Minnesota, N.A.  
CMBS Certifications  
751 Kasota Avenue  
Suite MDC  
Minneapolis, MN 55414

Property of Hennepin County Clerk's Office