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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 01/19/2005 08:37 AM Pg: 1 of 9

File No. 8249971 4 of 9

I, Lisa A. Roberts of Chicago Title Insurance Company certifies that the Assignment of Assignment of Leases and Rents: End User Lease dated December 31, 2004 made by FX Chicago Funding Company, Inc., to and for the benefit of ING Real Estate Finance (USA) LLC, is a true and correct copy of the original document.

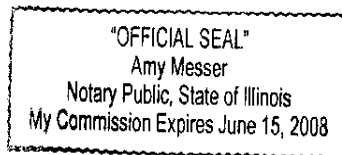
COUNTY OF COOK

STATE OF ILLINOIS

9
AA

I, the undersigned, a notary public in and for said county, in the state aforesaid, certifies that Lisa A. Roberts of Chicago Title Insurance Company, personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the user and purposes therein.

Given under my hand and notarial seal this 11th day of January, 2005.

Notary Public

UNOFFICIAL COPY**PREPARED BY AND RECORDING
REQUESTED BY AND WHEN
RECORDED MAIL TO:**

Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, D.C. 20005
Attn: William E. Sudow, Esq.

PIN:

15-32-308-013

03-06-100-020

zc 8249971 4029

 SPACE ABOVE THIS LINE FOR RECORDER'S USE
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS: END USER LEASE

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS: END USER LEASE (this "Assignment") is made as of December 31, 2004, by FX CHICAGO FUNDING COMPANY, INC., a Delaware corporation ("Assignor") to and for the benefit of ING REAL ESTATE FINANCE (USA) LLC, a Delaware limited liability company, its successors and assigns, as Administrative Agent on behalf of the Lenders now or hereafter party to that certain Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") by and among Assignor, certain other borrower parties, Administrative Agent and the Lenders (such Lenders, individually and collectively, the "Lender"). FX Chicago Project Company, LLC, a Delaware limited liability company ("Project Company") and Federal Express Corporation, a Delaware corporation ("Tenant") have entered into a certain lease (such lease, together with all amendments and modifications thereof, hereinafter being referred to as the "End User Lease"), dated as of June 12, 1987, pursuant to which Tenant leased all or a portion of the Premises (as defined in the Mortgage, which Premises includes the land more particularly described in Exhibit A attached hereto and by this reference made a part hereof) owned by Assignor. Pursuant to that certain Assignment of Leases and Rents: End User Lease, dated as of the date hereof, by and between Project Company and Assignor (the "Underlying Assignment"), Project Company has collaterally assigned to Assignor its interest in all current and future leases, subleases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Mortgaged Property, including the End User Lease (but excluding the Finance Lease (as defined therein) and the other Project Documents (as defined in the Finance Lease)), and the rents and other

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amounts due and payable under such leases, including the End User Lease. The Underlying Assignment has been granted to Assignor as part of the collateral securing Assignor's financing arrangements with Project Company evidenced by the Finance Lease. All rent and other payments due under the End User Lease shall be paid in accordance with the terms of this Assignment and that certain direction letter from Project Company to Tenant, dated as of the date hereof. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. In the event that any provision in this Assignment shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 IL/CS 5/15-1101 et. seq.) (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with the Act.

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the indebtedness evidenced by that certain Promissory Note dated as of the date hereof made by Assignor and the other Borrowers to the order of Lender in the principal sum of \$232,512,000 (as the same may be amended, restated, extended or otherwise modified from time to time, the "Note"), and the other Obligations, which Obligations are secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith made by Assignor in favor of Lender (as amended, modified or supplemented from time to time, the "Mortgage"), covering the Mortgaged Property described therein and to be recorded in the official land records of Cook County and Lake County, Illinois (the "Official Records").

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the other Loan Documents.

Assignor, as the holder of the Underlying Assignment and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to the Lender, all right, title and interest of Assignor in, to and under the Underlying Assignment given by the Project Company to Assignor and to be recorded prior to the Mortgage in the Official Records, covering all current and future leases, subleases and other agreements (other than the Finance Lease and the other Project Documents) affecting the use, enjoyment, or occupancy of all or any part of the Mortgaged Property.

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 under the instrument described above.

THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, EXCEPT THAT THE

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SECURITY INTERESTS IN ACCOUNT COLLATERAL SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK OR THE STATE WHERE THE SAME IS HELD, AT THE OPTION OF LENDER.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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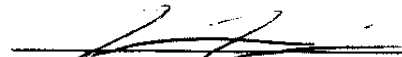
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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

ASSIGNOR:

FX CHICAGO FUNDING COMPANY, INC., a
Delaware corporation

By:


Michelle Moezzi, Vice President

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STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

I, Catherine A. Sassano, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michelle Moezzi, as Vice President of FX Chicago Funding Company, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 29th day of December, 2004.

Cat A Sassano

Notary Public – Signature

Catherine A. Sassano

Notary Public – Printed

My Commission Expires:

My County of Residence is:

CATHERINE A. SASSANO
NOTARY PUBLIC, State of New York
No. 01SA8105838
Qualified in Westchester County
Certificate filed in New York County
Commission Expires February 23rd 2008

Westchester



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EXHIBIT A

PARCEL 1:

ALL OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 3, 1988 AS DOCUMENT 88115532, IN COOK COUNTY, ILLINOIS, AND RE RECORDED ON SEPTEMBER 30, 1988 AS DOCUMENT 88450205, IN COOK COUNTY, ILLINOIS, AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 1988, AS DOCUMENT 2661881, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

NON EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1, OVER, ACROSS AND THROUGH THAT PART OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON SEPTEMBER 10, 1986, AS DOCUMENT 2481053 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 48 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, 268.28 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE SOUTH 44 DEGREES 48 MINUTES 35 SECONDS WEST ALONG A NORTHWESTERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, 125.87 FEET TO A CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST ALONG AN EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO A CORNER OF SAID LOT 1, BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST 45.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST, 117.00 FEET TO THE WEST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK UNIT 7; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, 45 FEET TO A SOUTH LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 117.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS; AND ALSO THAT PART OF SAID LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, DESCRIBED AS FOLLOWS: BEGINNING

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AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 12 DEGREES 44 MINUTES 01 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1; 20.71 FEET TO A POINT OF CURVATURE IN SAID EASTERLY LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 219.19 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 48.49 FEET TO AN INTERSECTION WITH A LINE 66.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 (THE CHORD OF SAID ARC BEARS SOUTH 19 DEGREES 04 MINUTES 16 SECONDS EAST, 48.39 FEET); THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 398.03 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 35 SECONDS WEST 70.00 FEET; THENCE SOUTH 23 DEGREES 30 MINUTES 44 SECONDS WEST 15.71 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST 20.00 FEET TO AN INTERSECTION WITH A LINE 117.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 45.00 FEET TO A SOUTHEAST CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS, ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 44 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 125.87 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 368.28 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS CREATED BY PARKING AND ACCESS CROSS EASEMENT AGREEMENT RECORDED DECEMBER 4, 1989, AS DOCUMENT 89576281, IN COOK COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS DOCUMENT 2856801, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR INGRESS, EGRESS, ACCESS AND OTHER PURPOSES AS CREATED BY AND MORE FULLY SET FORTH IN THE DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK RECORDED NOVEMBER 17, 1983, AS DOCUMENT 2251413, IN LAKE COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS PART OF DOCUMENT NUMBER 89576282, IN COOK COUNTY, ILLINOIS, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 12, 1983 AND RECORDED ON FEBRUARY 24, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2268766 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF

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EASEMENTS COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 15, 1983 AND RECORDED ON MAY 30, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2286521 AND AS FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED NOVEMBER 17, 1989 AND RECORDED ON DECEMBER 4, 1989 AS DOCUMENT 2856803 IN LAKE COUNTY, ILLINOIS.

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