

UNOFFICIAL COPY



Doc#: 0504141070
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 02/10/2005 12:52 PM Pg: 1 of 7

18 East Elm
LOAN NO. 50-2794706

1154-00370000

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

WACHOVIA BANK, NATIONAL ASSOCIATION

to

LASALLE BANK, N.A.

Dated as of October 15, 2004

(192259-002 JH2)

UNOFFICIAL COPY

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 15 day of October, 2004, is by WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 301 South Tryon Street, PMB 35-123, Charlotte, North Carolina 28282 ("Assignor"), in favor of * See Exhibit B a _____, having an office at ** See Exhibit B ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a note, dated May 7, 2004 executed by Elm II, 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 Fourteen Million Two Hundred Forty Thousand and No/100 Dollars (\$14,240,000.00) (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 May 7, 2004 from Borrower to Wachovia in the stated principal amount of Fourteen Million Two Hundred Forty Thousand and No/100 Dollars (\$14,240,000.00) (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 ~~priority to~~ ^{*}_____;

b. That certain Assignment of Leases and Rents dated as of May 7, 2004 from Borrower to Wachovia (the "Assignment of Leases"), assigning to Wachovia all existing

UNOFFICIAL COPY

and future leases and rents relating to the Premises and ~~intended to be~~ recorded ^{**} in the Cook County Clerk's office ~~on or about~~.

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.

*Recorded May 12, 2004, Document # 0413335041


** Recorded May 12, 2004, Document # 0413335042

UNOFFICIAL COPY

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

Assignor:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: 
Name: Renee D. Sides
Title: Assistant Vice President

Property of Cook County Clerk's Office

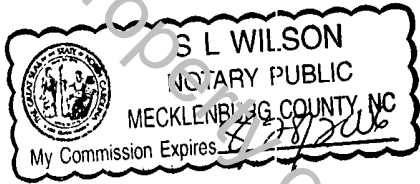
UNOFFICIAL COPY

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

The foregoing instrument was acknowledged before me this 15th day of October, 2014, by Genevieve O. Sides, AVP of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: 8/28/2016

[Signature]
Notary Public



UNOFFICIAL COPY

EXHIBIT A

Legal Description:

Lots 1 to 4 in Healy's Subdivision of the South 1/2 of original Block 1 in Canal Trustee's Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North Range 14, East of the Third Principal Meridian, (except the West 132.5 feet thereof) and also all interest in and to the private alley West of adjoining Lot 1 aforesaid, in Cook County Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

ASSIGNEE

*

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATE SERIES 2004-C14.

**

135 SOUTH LASALLE STREET, SUITE 1625, CHICAGO IL 60603

Property of Cook County Clerk's Office