# **UNOFFICIAL COPY**

PREPARED BY AND RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Kayla McCannon Principal Commercial Funding, LLC 801 Grand Avenue Des Moines, Iowa 50392 Loan No. 754038



Doc#: 0509827128

Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds

Date: 04/08/2005 04:21 PM Pg: 1 of 4

279420-5 AL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, (this "Assignment"), dated as of the 14th day of November, 2004, by Principal Commercial Funding, LLC, a Delaware limited inability company, having an address at 711 High Street, Des Moines, Iowa 50392 ("Assignor"), in favor of LaSalle Bank National Association, as trustee for the Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-TO<sup>1</sup> 15 ("Assignee"), located at 135 South LaSalle Street, Suite 1626, Chicago, IL 60674.

#### WITN FSSETH:

WHEREAS, Assignor is the holder of that cortain Mortgage and Security Agreement dated August 31, 2004, executed by Borrower in favor of Assignor and recorded on September 10, 2004 as Instrument No. 0425442311 in Cook County, Illinois (as same may be amended, modified, renewed, added to and changed from time to time, the "Mortgage") secured by real property described and set forth in **Exhibit A** annexed hereto and made a part nereof;

WHEREAS, Assignor is also the owner and holder of that certain. Assignment of Leases and Rents dated August 31, 2004, executed by Borrower in favor of Assignor and recorded on September 10, 2004 as Instrument No. 0425442312 in Cook County, Illinois (as the same may be amended, modified, renewed, added to and changed from time to time (the "ALR").

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by Parkway Venture, L.L.C. ("**Borrower**") in favor of Assignor on August 31, 2004, in the amount of \$2,100,000.00 (the "**Pledged Note**");

WHEREAS, Assignor desired to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note, and the moneys due and to grow due thereon with the interest, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

(SIGNATURE PAGE FOLLOWS)



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# Page 3 UNOFFICIAL

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

Witnessed by:
Name:

Witnessed by:

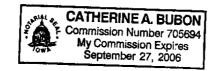
STATE OF IOWA ) ss: COUNTY OF POLK )

On this 14th day of November, 2004, before me, Catherine A. Bubon, personally appeared Patricia A. Bailey and Dephasis of satisfactory evidence) to be the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and their authorized capacity as Chief Financial Officer and their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within their authorized capacity as Chief Financial Officer and the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person whose name is subscribed to the within the person

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)



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# **UNOFFICIAL COP**

### Exhibit A

Legal Description

LOT 2 IN SIEBERT-SPONDLEY'S RESUBDIVISION OF LOTS 1 TO 5, INCLUSIVE IN BLOCK 11 IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HIP 40.
COUNTY, I.

COOK COUNTY CLOSERT'S OFFICE