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Doc#: 0510245079
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 04/12/2005 10:42 AM Pg: 1 of 9

Return acknowledgment to:



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Prepared By and After Recording ~~Return To:~~

Kilpatrick Stockton LLP
100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309
Attn: Douglas S. Gosden, Esq.

Cross Reference To:
Document No. 0010617796
Cook County, Illinois

ASSIGNMENT OF MORTGAGE

(Cook County, Illinois)
Site Number IL00009A

THIS ASSIGNMENT OF MORTGAGE (this "Assignment") is made and entered into as of the 25th day of February, 2005 by BARCLAYS BANK PLC, in its capacity as Administrative Agent for itself and for the Lenders (as such capitalized term is defined in the below referenced Mortgage), with a business location at 388 Market Street, Suite 1700, San Francisco, California 94111 ("Assignor") in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Administrative Agent, with a business location at 600 E. Las Colinas Boulevard, Suite 400, Irving, Texas 75039 ("Assignee"). The words "Assignor" and "Assignee" include the neuter, masculine and feminine genders, the singular and plural, and the heirs, legal representatives, successors and assigns of each such party.

WITNESSETH:

WHEREAS, Assignor is the Administrative Agent and Mortgagee under that certain Mortgage, dated April 30, 2001, from Trinity Wireless Towers, Inc. in favor of Assignor, recorded at Document No.

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S-Y
M-Y
M-Y

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0010617796, Cook County, Illinois records, encumbering certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Mortgage**").

WHEREAS, Assignor desires to assign all of its right, title and interest in, to and under the Mortgage to Assignee on and subject to the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Assignee to Assignor at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, convey, transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the Mortgage.
2. This Assignment is being made by Assignor without recourse and without representation or warranty except with respect to any representation or warranty otherwise expressly provided in, and solely to the extent set forth under, that certain Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") executed contemporaneously with this Assignment among Assignor, Assignee, certain lenders identified therein, Goldman Sachs Specialty Lending Holdings, Inc., and the "Borrower" (as defined in the Assignment and Assumption Agreement).
3. Assignee, by accepting delivery hereof, hereby assumes and agrees to perform all of the duties and obligations of the Mortgagee under the Mortgage arising from and after the date of this Assignment.

[Signatures begin on next page]

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IN WITNESS WHEREOF, authorized representatives of Assignor and Assignee have executed and delivered this Assignment under seal as of the day and year first above written.

ASSIGNOR:

BARCLAYS BANK PLC,
as Administrative Agent

By: *Edward G. Hamway, Jr.*
Print Name: Edward G. Hamway, Jr.
Title: Director

STATE OF New York

COUNTY OF New York

On February 22, 2005 before me, Elizabeth L. Friedman, Notary Public, personally appeared Edward G. Hamway, Jr., personally known, who being by me duly sworn, did say the he/she is the Director of BARCLAYS BANK PLC, as Administrative Agent, and this instrument was signed and sealed on behalf of such Barclays Bank PLC, and the said Edward G. Hamway, Jr. acknowledges the execution of this instrument as the free act and deed of such Barclays Bank PLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal to me

E. L. Friedman
Name Elizabeth L. Friedman

Notary Public

State of New York

County of New York

My Commission expires: _____

ELIZABETH L. FRIEDMAN
NOTARY PUBLIC, State of New York
No. 01FR6116583
Qualified in New York County
Commission Expires October 4, 2008

[NOTARIAL SEAL]

[Signatures continue on next page]

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[Signatures continued from the previous page]

ASSIGNEE:

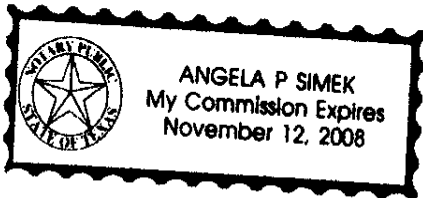
**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**, as Administrative
Agent

By: [Signature]
Print Name: Steph Williams
Title: Vice President

STATE OF TEXAS
COUNTY OF Dallas

On Feb 23, 2005 before me, Angela P. Simek Notary Public, personally
appeared Steph Williams, personally known, who being by me duly sworn, did say the
he/she is the Vice President of GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., a limited partnership, and this instrument was signed and sealed on behalf of such
limited partnership, and the said Vice President acknowledges the execution of this
instrument as the free act and deed of such limited partnership

IN WITNESS WHEREOF, I hereunto set my hand and official seal to me



Angela P. Simek
Name Angela P. Simek
Notary Public
State of Texas
County of Dallas
MY COMMISSION EXPIRES: November 12, 2008

[NOTARIAL SEAL]

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Exhibit A

[See attached.]

Property of Cook County Clerk's Office

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EXHIBIT A
(IL00009)

2159 NORTH RAND ROAD, PALATINE, IL 60074

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTER LANE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2. SAID POINT OF INTERSECTION BEING 75.01 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, THENCE NORTHWESTERLY ALONG THE CENTER LANE OF RAND ROAD 75.50 FEET TO A PLACE OF BEGINNING. THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 75 FEET. THENCE NORTHEASTERLY IN A STRAIGHT LINE 420.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2 AFORESAID. 143.01 FEET. THENCE SOUTHWESTERLY IN A STRAIGHT LINE 358.62 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM SAID PREMISES THAT PART THEREOF FALLING IN RAND ROAD, ALL IN COOK COUNTY, ILLINOIS.

County Clerk's Office

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Schedule A

Description of the Leased Land

LEASED LAND
(IL00009A)

Tax Parcel ID No. 02-02-102-019-0000

[SEE EXHIBIT A ATTACHED HERETO FOR DESCRIPTION OF THE "LEASED LAND" WHICH IS ALSO THE "SITE," "PREMISES" OR "LEASED AREA" DESCRIBED IN THE AGREEMENT(S) OR OTHER INSTRUMENT(S) REFERENCED IN ITEM 1 ON THE ATTACHED SCHEDULE B.]

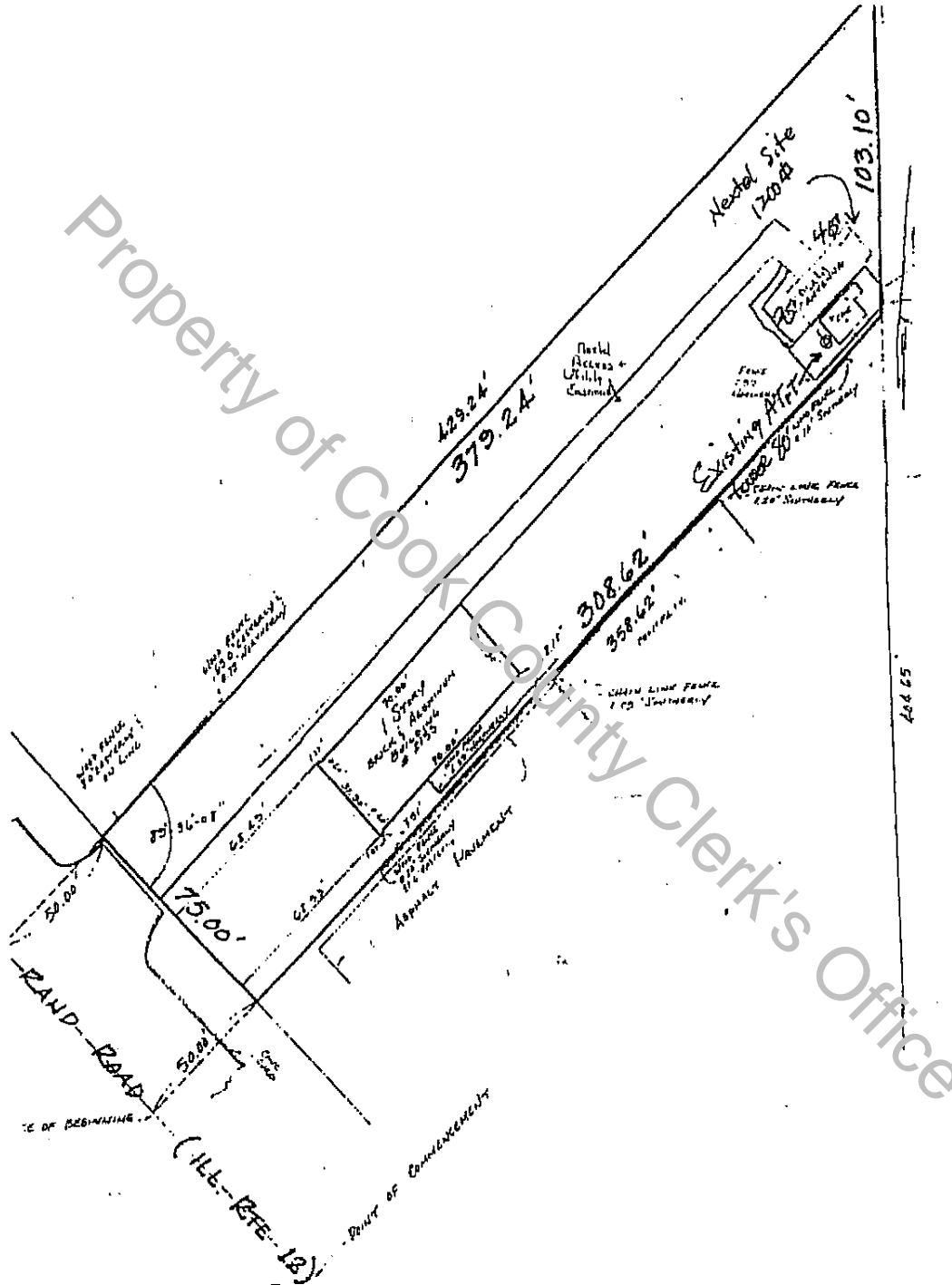
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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated March 10, 1999, by and between HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Halkoran, as Trust Number 6755's sole beneficiary, ("Beneficiary"), as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



2159 North Road Road, Palatine, IL 60074

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.