

# UNOFFICIAL COPY



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Doc#: **0515934034**  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/08/2005 10:32 AM Pg: 1 of 7

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

(Assignor)

to

the person or entity described on Exhibit B attached hereto

(Assignee)

Dated: As of 9/28, 2003

PROPERTY LOCATION:

County of Cook

State of Illinois

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022  
Attention: Stephen Gliatta, Esq.



806J378, 6TR, P1 (2)

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## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

**GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.**, a Delaware corporation, whose address is 600 Steamboat Road, Greenwich, Connecticut 06830 ("**Assignor**"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to the person or entity described on Exhibit B attached hereto ("**Assignee**") having an address as set forth on Exhibit B attached hereto, its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain Assignment of Leases and Rents by **SM LTCB LANSING, LLC**, a Delaware limited liability company (the "**Borrower**") dated as of December 3, 2002 and recorded on December 24, 2002 in the Recorder's Office in the County of Cook, State of Illinois as Document # 0021433429 (as the same have heretofore been amended, modified, restated, supplemented, renewed, or extended), securing the payment of that certain Amended and Restated Promissory Note, dated as of December 3, 2002 in the original principal amount of ONE HUNDRED TWENTY-FIVE MILLION ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS and NO/100 DOLLARS (\$125,193,381), made by the Borrower and certain affiliates of Borrower, payable to the order of Assignor, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

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 as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State of Illinois and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE ADDENDUM ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this 22 day of May, 03.

ASSIGNOR:

**GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.**, a Delaware corporation

By: 

Name: John Burke

Title: Senior Vice President

Property of Cook County Clerk's Office

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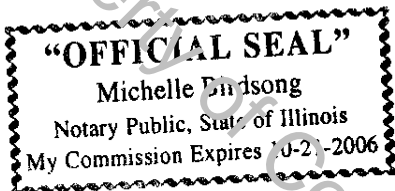
## ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF COOK ) ss.

May 22, 2003

Personally appeared John Burke, the Senior Vice President of Greenwich Capital Financial Products, Inc., a Delaware corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such Senior Vice President and the free act and deed of said corporation, before me.

Michelle Birdsong  
Notary Public  
My Commission Expires: 10/21/06



[SEAL]

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## EXHIBIT A

### LEGAL DESCRIPTION

(See Attached)

Property of Cook County Clerk's Office

019-0000  
038-0000  
039-0000

30-19-300-038-0000

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## LEGAL DESCRIPTION

### SM LTCB LANSING, LLC

#### PARCEL 1:

LOT 8 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST OF THE EAST LINE OF LOT 10 EXTENDED NORTH A DISTANCE OF 6.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST A DISTANCE OF 15.0 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST A DISTANCE OF 6.5 FEET TO THE NORTH LINE OF LOT 10; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING)

ALSO

THE SOUTH 8.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET OF LOT 9; ALSO THE SOUTH 1.00 FOOT OF THE EAST 241 FEET OF LOT 9;

ALSO

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 9, THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST OF THE SOUTH LINE OF LOT 9 A DISTANCE OF 14.75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST A DISTANCE OF 3.25 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST A DISTANCE OF 168.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST A DISTANCE OF 3.25 FEET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST A DISTANCE OF 168.5 FEET TO THE POINT OF BEGINNING, ALL IN THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS, AND COMMON UTILITY FACILITIES AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NUMBER 85149087 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951, TO SERVICE MERCHANDISE COMPANY, INC., RECORDED OCTOBER 15, 1985 AS DOCUMENT 85235395 AND AS AMENDED BY FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 18, 1985 AS DOCUMENT 85329731 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT 88103519, AND AS FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING AGREEMENT RECORDED MAY 10, 2000 AS DOCUMENT 00331108, OVER AND ACROSS "COMMON AREA" AS SUCH IS DEFINED AND LIMITED THEREIN.

#### PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND UTILITY FACILITIES AS SET FORTH IN ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT DATED JULY 31, 1985 RECORDED AUGUST 16, 1985 AS DOCUMENT 85149084 AND AMENDMENT THERETO DATED JANUARY 15, 1986 RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446672, OVER THAT PORTION OF NORTH EDGE ROAD RIGHT OF WAY AS DEFINED AND LIMITED THEREIN.

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## EXHIBIT B

### ASSIGNEE

LaSalle Bank National Association as trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage trust 2003-FL1, Commercial Mortgage Pass-Through Certificates, Series 2003-FL1.

