

05-0218

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

Blackwell Sanders Peper Martin LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: Ted J. Dale

Doc#: 0518139090
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 06/30/2005 03:57 PM Pg: 1 of 5

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**ASSIGNMENT OF
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT;
ASSIGNMENT OF LEASES AND RENTS; AND ALL OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT; ASSIGNMENT OF LEASES AND RENTS; AND OTHER LOAN DOCUMENTS (this "Assignment"), is made as of the 30th day of June, 2005, by ICA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, with an address at 10740 Nall Avenue, Suite 215, Overland Park, Kansas 66211 ("Assignor"), to UMB BANK, N.A., a national banking association, not individually but as Trustee of the ICA 2005 Loan Trust I formed pursuant to the ICA Mortgage Capital, LLC, Grantor Trust Agreement dated January 1, 2005, having an address at 2401 Grand Boulevard, Suite 200, Kansas City, Missouri 64108-2551 ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the delivery of these presents, the receipt the receipt and sufficiency of which considerations is hereby acknowledged. Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse to the undersigned, and without representations, warranties or covenants, express or implied by the undersigned, all of Assignor's right, title and interest under:

1. That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement from 1326 South Wolf, L.L.C., an Illinois limited liability company (the "Borrower"), as mortgagor, dated as of June 30, 2005, and recorded on June __, 2005 as Instrument Number 0518139088 in the Official Records of Cook County, Illinois (the "Mortgage"), covering the real property more particularly described on Exhibit A attached hereto, securing that certain promissory note in the principal amount of \$850,000.00 (the "Note"), dated as of June 30, 2005, made by Borrower payable to the order of Assignor and evidencing a loan made by Assignor to Borrower (the "Loan"), and all right, title and interest of Assignor therein and thereto;

2. That certain Assignment of Leases and Rents from Borrower to Assignor, dated as of June 30, 2005, recorded on June __, 2005, as Instrument Number _____ in the Official Records of Cook County, Illinois, and securing the Note (the

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“Assignment of Leases”), under which Assignment of Leases Borrower assigned to Assignor all of Borrower's rights, interests, and privileges in and to all leases, licenses, and rental agreements, together with all rents and other amounts payable in connection therewith, covering or affecting any portion the real property more particularly described on Exhibit A attached hereto; and

3. All of the documents or instruments (other than the Note, the Mortgage, and the Assignment of Leases) now or hereafter executed by Borrower and/or others by or, in favor of Assignor, which evidence or wholly or partially secure or guaranty payment and performance of the Note and Borrower's obligations under the Loan (collectively, the “Security Documents”), including, without limitation, the documents, instruments and other matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first above written.

ICA Mortgage Capital, an Illinois limited liability company

By: _____

Name: Kevin Ellis

Title: Manager

Innovative Capital Advisors, LLC

Loan Commitment Number 2005-01-1085 dated February 24, 2005

Loan Number 2005-01-1085

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STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 1st day of June, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Ellis, a Manager of ICA Mortgage Capital, LLC, an Illinois limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of such limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of such limited liability company.

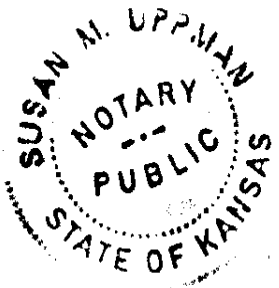
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Susan M. Uppman
Notary Public

Susan M. Uppman
Print or Type Name

My commission expires:

08-15-2005



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EXHIBIT A

LOTS 40 AND 41, BOTH INCLUSIVE, IN WHEELING CENTER FOR INDUSTRY, UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, OF COOK COUNTY, ILLINOIS, ON JULY 22, 1976, AS DOCUMENT NUMBER LR 2883087, IN COOK COUNTY, ILLINOIS.

PIN: 03-14-404-002-0000 AND 03-14-404-003-0000

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EXHIBIT B

Security Documents

1. Assignment of Agreements, Permits and Contracts
2. Environmental Indemnity Agreement
3. All Guaranties
4. All Agreements relating to operations, maintenance, repairs, replacements, tenant improvements, and/or leasing commissions
5. Conditional assignment of management agreement
6. Tenant Estoppel Certificates
7. All financial statements, credit reports, operating agreements and rent rolls
8. Appraisals
9. Architectural or Engineering inspection reports
10. Environmental site assessments
11. Zoning letters
12. Title insurance commitments, policies, endorsements and insured closing letters
13. Authorizing resolutions of Borrower and related parties
14. All plans and specifications for the Property
15. All legal opinions
16. All rights of Assignor in and to insurance policies