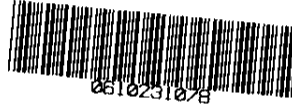


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IL



Doc#: 0610231078 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/12/2006 12:30 PM Pg: 1 of 8

This Instrument was Prepared by and after
recording return to:

Parasec
Attn: T. J. Majors
640 Bercut Drive, Suite A
Sacramento, CA 95814

Space above for recorder's use only

ASSIGNMENT OF MORTGAGE, FIXTURE FILING, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

by and between

SBA CMBS-1 DEPOSITOR, LLC, Assignee

and

LEHMAN COMMERCIAL PAPER INC., Assignor

DATED AS OF NOVEMBER 18, 2005

8/9/05

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ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "Assignment") dated as of NOVEMBER 18, 2005, by and between SBA CMBS-1 DEPOSITOR LLC, a Delaware limited liability company ("Assignee"), and solely for the purposes of Section 1, LEHMAN COMMERCIAL PAPER INC., as prior Administrative Agent ("Assignor"); and capitalized terms used in this Assignment shall have the same meanings as in the Mortgage (as defined below) or the Credit Agreement (as defined below) unless otherwise defined in this Assignment.

Preliminary Statement

- A. SBA Senior Finance, Inc., a Florida corporation ("Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Assigning Lenders"), Lehman Brothers Inc. and Deutsche Bank Securities Inc. as joint advisors and joint lead arrangers and bookrunners, General Electric Capital Corporation as co-lead arranger and co-syndication agent, TD Securities (USA) Inc. as documentation agent, and Assignor, as Administrative Agent, are parties to that certain Amended and Restated Credit Agreement, dated as of January 30, 2004 (as amended and restated, and as the same may be further amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement");
- B. Pursuant to the Credit Agreement and subject to the terms and conditions as set forth therein, the Assigning Lenders have made various extensions of credit to the Borrower.
- C. In connection with the Credit Agreement, Assignor, as agent for itself and for the ratable benefit of the Assigning Lenders, is the holder of that certain mortgage described on Schedule I attached hereto (the "Mortgage"), which Mortgage encumbers the property more fully and particularly described in the Mortgage and on Exhibit B attached hereto.
- D. As of the date hereof, the Assigning Lenders have assigned to Assignee their rights and obligations under the Credit Agreement, including all of the loans and other extensions of credit made by them thereunder.
- E. Immediately following the foregoing assignment, Assignor will resign as administrative agent under the Credit Agreement.
- F. Immediately prior to giving effect to Assignor's resignation as administrative agent, Assignor desires to assign, and Assignee desires to accept, an assignment of, the Mortgage.

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NOW, THEREFORE, Assignor and Assignee agree and give notice as follows:

1. (a) Assignor hereby assigns, releases and quitclaims to Assignee, as substitute Administrative Agent, all of Assignor's right, title and interest, if any, as Administrative Agent, in and to the Mortgage. This assignment, release and quitclaim is made without representation or warranty of any kind.

(b) From and after the date hereof, Assignee shall have the sole right to exercise any and all rights and remedies as "beneficiary," "lender," "mortgagee", or other holder of the Mortgage. Without limiting the generality of the preceding sentence, Assignee shall have the sole and exclusive right and authority to do any of the following, all in accordance with and pursuant to the Credit Agreement and the Mortgage: (a) exercise the power of sale or foreclose under the Mortgage; (b) exercise any rights and remedies under the Mortgage; (c) agree to any modification, amendment, restatement or supplementation of the Mortgage; (d) assign or release the Mortgage; or (e) take or omit to take any other actions as holder of the Mortgage.

2. Assignor and Assignee expressly acknowledge and agree that, except as expressly set forth herein, this Assignment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Mortgage.

3. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

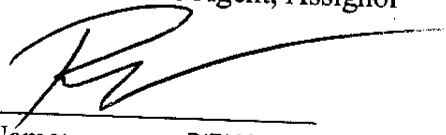
5. Neither this Assignment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to such State's laws of conflicts of laws.

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IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the day and year first above written.

LEHMAN COMMERCIAL PAPER INC.,
as prior Administrative Agent, Assignor

By: 

Name: RITAM BHALLA
Title: Authorized Signatory

Address: 745 Seventh Avenue
New York, NY 10019

Tax Identification Number: _____

Property of Cook County Clerk's Office

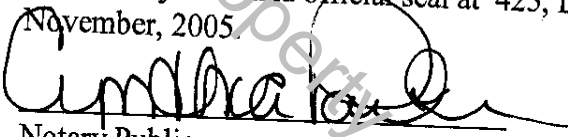
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STATE OF NEW YORK)

COUNTY OF NEW YORK)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Ritam Bhalla, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that Ritam Bhalla executed the within instrument for the purposes therein contained, and who further acknowledged that Ritam Bhalla is the Authorized Signatory of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal at 425, Lexington Avenue, New York, NY, this 18th day of November, 2005.



Notary Public

My Commission Expires:

February 12, 2006

CYNTHIA PARKER
NOTARY PUBLIC, State of New York
No. 01PA5055476
Qualified in Dutchess County
Commission Expires Feb. 12, 2006

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STATE OF NEW YORK

COUNTY OF NEW YORK

I, Cynthia Parker, certify that Thomas P. Hunt, Senior Vice President of SBA CMBS-1 DEPOSITOR LLC, a limited liability company of the State of Delaware, who appeared before me this day in person, and acknowledged that Thomas P. Hunt signed and delivered the instrument as said limited liability company's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hands and official seal this 18 day of November, 2005.



Notary Public

My Commission Expires: February 12, 2006

CYNTHIA PARKER
NOTARY PUBLIC, State of New York
No. 01PA5055476
Qualified in Dutchess County
Commission Expires Feb. 12, 2006

Property of Cook County Clerk's Office

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ASSIGNMENT

SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Cook
State: IL
Site Code: IL01597-B

PIN# 19-10-408-004

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: 6/30/2003
Recording Date: 7/23/2003
Document Number: 176019
Book:
Page:

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: January 30, 2004
Recording Date: 3/25/2004
Recording Information: Doc #0408512045

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: January 30, 2004
Recording Date: 3/25/2004
Recording Information: Doc #0408512046