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Doc#: 0628946024 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/16/2006 09:18 AM Pg: 1 of 6

#### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

UB5 REAL ESTATE INVESTMENTS INC. (Assignor)

TO

LASALLE BANK NATIONAL ASSOCIATION, in its capacity as trusted for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C1, Commercial Mortgage Pass-Througo Certificates, Series 2006-C1 (Assignee)

Dated as of January 19, 2006

File # 321-1433-000

Property Location: Walgreen Milwaukee-Armitage 2001 North Milwaukee Avenue Chicago, Illinois P.I.N.: 13-36-231-018-0000

Record and Return to:

HANOVER CAPITAL PARTNERS LTD. POST OFFICE BOX 3980 EDISON, NJ 08818-3980

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#### ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 19th day of Laurey, 2006 is by UBS REAL ESTATE INVESTMENTS INC., a Delaware corporation having an office at 1285 Avenue of the Americas, 11<sup>th</sup> floor, New York, New York 10019 ("Assignor"), in favor of

LaSalle Bank National Association, in its capacity as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C1, Commercial Mortgage Pass-Through Certificates, Series 2006-C1, having an office at 135 South LaSalle Street, Suite 1625, Chicago, IL 60603 "Assignee"

WHEKEAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note dead as of December 22, 2005 executed by SNYDER PROPERTIES I, L.L.C., a Delaware limited hability company ("Borrower"), and made payable to the order of Assignor, in the stated principal amount of EIGHT MILLION and 00/100 DOLLARS (\$8,000,000.00) (the "Note") in connection with certain real property situated in Cook County, Illinois and more particularly described on Exhibit A annexed hereto and made a part hereof (collectively, the "Premises"); and

WHEREAS, the Note is secured inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents dated as of December 22. 1005 from Borrower, as assignor, to Assignor, as assignee, and recorded on **February** 14. 2006 as Doc. \*\*O6045451444\_\_\_\_, with the Clerk of Cook County, Illinois (the "Assignment of Leases"), encumbering the Premises together with the notes and bonds secured thereby.

2. <u>Assumption</u>. From and after the date hereof, Assignee hereby accepts the Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

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- Representations and Warranties of Assignor. This Assignment is an absolute 3. This Assignment is without recourse, representation or warranty, express or assignment. implied, upon Assignor, except that Assignor hereby warrants and represents to Assignee that:
- Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and
- Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties here to and their respective successors and assigns.
- Headings. The readings of the paragraphs of this Assignment have been included 6. only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or le used in any manner in the interpretation of this Assignment.
- Interpretation. Whenever the context so requires in this Assignment, all words 7. used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
- Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance snall to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall OFFICO not be affected by such invalidity or unenforceability.

[signature page follows]

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

ASSIGNOR:

UBS REAL ESTATE INVESTMENTS INC., a Delaware corporation

Property of County Clark's Office

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STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK )
10 Jun 200/2
On the day of December, 2005, before mg, the undersigned, a Notary Public
in and for said State personally appeared 4 // ////////////////////////////////
to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in Ms/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted, executed the
instrument.  Notary Public  APAN S. GOCHBERG
Notary Public /
CARAM S INDOMEDIA
Notary Public, State of New York
No. 01G06059332
Certified in New York County Commission Expires May 29, 20
Commission Expires May 25, 25
STATE OF NEW YORK )
) ss:
COUNTY OF NEW YORK )
for atti
On the day of December, 2005, before me, the undersigned, a Notary Public
in and for said State, personally appeared half to the personally known
to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)
is (are) subscribed to the within instrument and acknowledged to me that ne/sne/they executed
the same in his/her/their canacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted, 3 secuted the
instrument.
Jarah J John V
SARAH S. GOCHBERG Notary Public
Notary Public, State of New York
No. 01G06059332
Certified in New York County
Commission Expires May 29, 20

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

LOT 37 IN POWELL'S SUBDIVISION OF LOT 8 IN THE CIRCUIT COURT PARTITION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER WHICH LIES NORTH OF THE NORTHWESTERN PLANK ROAD (NOW MILWAUKEE AVENUE) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXCEPT: (ALL LY DEDICATION PARCEL) THAT PART OF LOT 37 IN POWELL'S SUBDIVISION OF COT 8 IN CIRCUIT COURT PARTITION OF THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER WHICH LIES NORTH OF THE NORTHWESTERN PLANK ROAD (NOW MILWAUKEE AVENUE) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BF.GI. NNING AT THE NORTHWEST CORNER OF SAID LOT 37; THENCE EAST ALONG THE YORTH LINE OF LOT 37 NORTH 88 DEGREES 58 MINUTES 13 SECONDS EAST, A DISTANCE OF 120.20 FEET; THENCE SOUTH 46 DEGREES 26 MINUTES 32 SECONDS 1 AST, A DISTANCE OF 7.12 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 13 SECONDS WEST, A DISTANCE OF 125.20 FEET TO THE WEST LINE OF SAID LOT 37; THENCE NORTH 01 DEGREES 51 MINUTES 17 EPC CONT. SECONDS WEST, A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PTN 13-36-231-018-0000