UNOFFICIAL COPY



Doc#: 0712055062 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 04/30/2007 11:52 AM Pg: 1 of 6

ASSICNMENT OF ASSIGNMENT OF LEASES AND RENTS

UBS REAL ESTATE INVESTMENTS INC. (Assignor)

TO

LASALLE BANK NATIONAL ASSOCIATION, in its capacity as trustee for the registered holders of LB-UBS Commercial Mentgage Trust 2006-C6, Commercial Mortgage Pass-Through Cortificates, Series 2006-C6 (Assignee)

Dated as of August 16, 2006

File # 321-1584-000

RECORD AND RETURN TO: HANOVER CAPITAL PARTNERS LTD. POST OFFICE BOX 3980 EDISON, NJ 08818-3980

WY W

THIS INSTRUMENT AFFECTS REAL AND PERSONAL PROPERTY LOCATED AT 3916 WEST FULLERTON AVENUE, SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND HAVING THE PERMANENT INDEX NUMBERS OF 13-26-324-032-0000 AND 13-26-324-033-0000

0712055062 Page: 2 of 6

UNOFFICIAL COPY

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made and entered into as of the 16th day of August, 2006 by UBS REAL ESTATE INVESTMENTS INC., a Delaware corporation, having an office at 1251 Avenue of the Americas, 22nd Floor, New York, New York 10020 (the "Assignor"), in favor of

LaSalle Bank National Association, in its capacity as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C6, Commercial Mortgage Pass-Through Certificates, Series 2006-C6, having an office at 135 South LaSalle Street, Suite 1625, C'ara 30, IL 60603 ("Assignee"). WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note date 12s of August 7, 2006, executed by TNC FULLERTON, LLC, an Illinois limited liability company ("Borrower"), and made payable to the order of Assignor, in the stated principal amount of ONF MILLION THREE HUNDRED ELEVEN THOUSAND AND 00/100 (\$1,311,000.00) DOLLARS (the "Note") in connection with certain real property situated in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part hereof (collectively, the "Premises"); and

WHEREAS, the Note is secured, <u>ir. er alia</u>, 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 Assignce, 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 August 7, 2006 from Borrower, as assignor, to Assignor, as assignee, and recorded on August 8, 2006 with the Cook County Recorder of Deeds as Document # 0622026247 (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.

38196/0223-1444093v1

0712055062 Page: 3 of 6

UNOFFICIAL COP

- 3. Representations and Warranties of Assignor. This Assignment is an absolute 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.
- 5. Succe sors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties here's and their respective successors and assigns.
- Headings. The headings 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 be used in any manner in the interpretation of this Assignment.
- Interpretation. Whenever to 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, 2 cartnership, 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 shalls 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 Office not be affected by such invalidity or unenforceability.

[signature page follows]

0712055062 Page: 4 of 6

UNOFFICIAL COP

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

ASSIGNOR:

UBS REAL ESTATE INVESTMENTS INC., Property of Cook County Clark's Office a Delaware corporation

0712055062 Page: 5 of 6

UNOFFICIAL COPY

STATE OF NEW YORK)		
COUNTY OF NEW YORK)SS.:)	,	
The foregoing instrument was 2006 by Mal Collection Estate Investments, Inc., a Delaware SARAH S. GOCHBERG Notary Public. State of	as 4 corporation, on beha	ver wirecton	day of August, of UBS Real
G., 31006059332 Cermen in New York (Decomposition Expires N	County Nav 29 20 A		
STATE OF NEW YORK)		
COUNTY OF NEW YORK)SS.:)	,	
The foregoing instrument value 2006 by Cully Carlo Sarah S. Gochberg Holary Public, State of New York No 01606059332 Carloid in New York County Carloid in New York Carloid	as flaction, on behal	see willety	day of August, Plof UBS Real

0712055062 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Lots 20, 21, 22, 23, and 24 in Block 38 in Pennock, in the West ½ of the Southwest ¼ of Section 26, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

Property of Cook County Clark's Office