UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

WHEN RECORDED RETURN TO: KC WILSON & ASSOCIATES 23232 PERALTA DR. STE. 119 LAGUNA HILLS, CA 92653 129 WACH O6 C29

PIN: 11-19-202-001-0000



Doc#: 0724003036 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 08/28/2007 11:46 AM Pg: 1 of 6

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No.: 50-2857543

Dempster & Judson

ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), is made and entered into as of the 26 day of at Commercial Real Estate Services, 8739 Research Drive URP – 4, NC 1075, Charlotte, North Carolina 28262 ("Assignor"), in favor of SceExhibit B a having an office at See Exhibit B ("Assignee").

WITNESSETT

WHEREAS, Assignor is the present legal and equitable owner and holder of a promissory note, dated October 26, 2006 executed by Judson I Franston, LLC, an Illinois limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Two Million Nine Hundred Fifteen Thousand and No/100 Dollars (\$2,915,000.00) (the "Note"), which is secured by, among other things, the Security Instrument (as hereinafter defined) on that certain real property situated in the City of Evalston, County of Cook and State of Illinois as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); 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 Security Instrument.

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 that certain Mortgage, Security Agreement and Fixture Filing, dated as of October 26, 2006 from Borrower to Assignor (the "<u>Security Instrument</u>"), encumbering the Premises, together with the

SMOT

UNOFFICIAL COPY

notes and bonds secured thereby and recorded in the Cook County Clerk's office in Book at Page. Furthermore, Assignor does hereby grant and delegate to Assignce, its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof:

* Recorded on 11/07/2006 OS DOC#:0631139034

- 2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.
- 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fulled extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, 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 not be affected by such invalidity or unenforceability.

CHAR1 918991v1

0724003036 Page: 3 of 6

UNOFFICIAL COPY

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

ASSIGNOR:

WACHOVIA BANK, NATIONAL Property of Cook County Clark's Office **ASSOCIATION**

0724003036 Page: 4 of 6

UNOFFICIAL COPY

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG The foregoing instrument was) SS.:) as acknowledged before me this 26 day of Jan.
, 2001, by RX161, U; A	ation, a national banking association, on behalf of the
association.	a national banking association, on benait of the
My Commission Expires: Oct. 15	, 2011 Lama Beth Gorrestin
Medicenburg Court, North Carolina My Commission Expert Carber 15, 2011	Notary Public
C	
	T Court
	Pot County Clart's Office

0724003036 Page: 5 of 6

UNOFFICIAL COPY

EXHIBIT A

Permanent Real Estate Tax Identification Number: 11_19_202_00|-0000

That certain real property located in the City of Evanston, County of Cook, State of Illinois, having a street address of 326-328 Dempster and 1243-1249 Judson, Evanston, Illinois, more particularly described as follows:

The West 120 feet of Lot 3 and Lot 4 in D.H. Wheeler's Subdivision of Lots 22, 23 and 24 in Block 74 in the Village of Evanston in Sections 7, 18 and 19, Township 41 North, Range 14, East of the Ton 1 Principal Meridian, in Cook County, Illinois.

0724003036 Page: 6 of 6

UNOFFICIAL COPY

Exhibit B

Assignee Name and Address

Loan number:

1292006C29

Property:

BJB - Dempster and Judson

Assignce Name:

Wells Fargo Bank, N.A., as trustee for the registered holders of Wachovia Bank

Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series

2006-C29

Assignee Address:

Wells Fargo Bank, N.A.

CMBS Department 1055 10th Ave 12e SE Minneapolis, WIN 55414 54h
OUNTY CIEPTS OFFICE