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Cook County Recorder of Deeds
Date: 09/04/2007 08:04 AM Pg: 1 of 16

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SPACE ABOVE THIS LINE FOR RECORDER

PREPARED BY:
J. KEITH JONES, ESQ.
c/o SONNENSCHEN NATH & ROSENTHAL LLP
5960 FAIRVIEW ROAD SUITE 400
CHARLOTTE, NORTH CAROLINA 28210-3102
PHONE: (704) 972-9000

PARTIAL LOAN ASSUMPTION AGREEMENT

Dated: AUGUST 17, 2007
Location: Chicago, Illinois
County: Cook

Box 400-CTCC

After Recording Return To:
Jessica Shoblom
Chicago Title Insurance Company
171 N. Clark Street 3rd Floor
Chicago, IL 60601

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PARTIAL LOAN ASSUMPTION AGREEMENT

THIS PARTIAL LOAN ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of the 17 day of AUGUST, 2007, by and among **CHICAGO GRACE-O'TOOLE, L.L.C.**, a Delaware limited liability company, having its principal place of business at 812 Fairwinds Court, Naperville, Illinois, 60563 ("**Assuming Borrower**"), **INLAND CHICAGO GRACE, L.L.C.**, a Delaware limited liability company, having its principal place of business at 2901 Butterfield Road, Oak Brook, Illinois 60523 ("**Assigning Borrower**"), and **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11 having an address at c/o Wachovia Bank, National Association, Wachovia Securities, Commercial Real Estate Services, 8739 Research Drive – URP4, Charlotte, North Carolina 28288-1075 (28262 for overnight deliveries). Attention: Portfolio Manager ("**Lender**").

Recitals

A. **NOMURA CREDIT & CAPITAL, INC.**, ("**Original Lender**") previously made a loan (the "**Loan**") to Assigning Borrower (Assigning Borrower together with its successors and assigns sometimes referred to herein as "**Borrower**") pursuant to that certain Loan Agreement dated April 26, 2007 (the "**Loan Agreement**"), which loan is evidenced by a certain Promissory Note of even date therewith in the principal amount of \$7,787,805.00 made by Assigning Borrower to Original Lender (the "**Note**"). The Loan is evidenced and secured by the documents listed on Exhibit A attached hereto. Such documents, together with any and all other documents executed by any Borrower or in connection with the Loan, are collectively called the "**Loan Documents**".

B. Original Lender has assigned, sold and transferred its interest in the Loan and all Loan Documents to Lender and Lender is the current holder of all of Original Lender's interest in the Loan and Loan Documents.

C. Assigning Borrower continues to be an owner of the real property and improvements thereon described in and encumbered by the Mortgage (as defined on Exhibit A) and the other Loan Documents, which also is encumbered by that certain Co-Ownership Agreement recorded prior to the recordation of this Assignment in the Recorder's Office (the "**Co-Ownership Agreement**").

D. Pursuant to that certain Purchase Agreement dated on or about June 14, 2007 (the "**Sales Agreement**") Assigning Borrower agreed to sell and Assuming Borrower agreed to purchase a 4.9315% undivided interest in that certain real property more particularly described on Exhibit B attached hereto, together with all other property encumbered by the Mortgage (collectively, the "**Property**"). Such 4.9315% undivided interest in the Property referred to herein as the "Conveyed Property". The Sales Agreement requires that the Assuming Borrower assume the Loan and the obligations of Assigning Borrower under the Loan Documents.

E. Pursuant to Section 5.2.13(a) of the Loan Agreement, Assigning Borrower has the right to transfer the Conveyed Property to a third party subject to the satisfaction of certain

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conditions specified therein. Assigning Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the obligations of Assigning Borrower under the Loan Documents.

F. Lender is willing to consent to the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the obligations of Assigning Borrower under the Loan Documents, on and subject to the terms and conditions set forth in this Agreement and in the Loan Agreement and in the other Loan Documents.

G. Lender, Assigning Borrower and Assuming Borrower by their respective signatures hereto, evidence their consent to the transfer of the Conveyed Property to Assuming Borrower and the assumption of the Loan Documents as hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Representations, Warranties, and Covenants of Assigning Borrower.

(a) Assigning Borrower hereby represents to Lender, as of the date hereof, that: (i) contemporaneously with the execution and delivery hereof, it has conveyed and transferred in the Conveyed Property to Assuming Borrower; (ii) contemporaneously with the execution and delivery hereof, it has assigned and transferred to Assuming Borrower an undivided 4.9315% interest in all leases and tenancies of the Property in effect as of the date hereof ("**Leases**"); (iii) all required consideration from Assuming Borrower for the Conveyed Property has been paid in full by Assuming Borrower; (iv) the Mortgage is a valid first lien on Conveyed Property for the full unpaid principal amount of the Loan and all other amounts as stated therein; (v) there are no defaults by Assigning Borrower under the provisions of the Note, the Mortgage or the other Loan Documents; (vi) Assigning Borrower does not have any defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Note, the Mortgage or the other Loan Documents; (vii) all provisions of the Note, Mortgage and other Loan Documents are in full force and effect, except as modified herein; and (viii) there are no subordinate liens of any kind covering or relating to Conveyed Property nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering Conveyed Property, nor has notice of a lien or notice of intent to file a lien been received.

(b) Assigning Borrower hereby releases Lender, and its predecessors in interest, together with any officers, directors, partners, employees and agents of each of the foregoing, from all claims and liabilities relating to the transaction evidenced by the Loan Documents through and including the date hereof.

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Assigning Borrower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

2. Representations, Warranties, and Covenants of Assuming Borrower.

(a) Assuming Borrower hereby represents and warrants to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, it has purchased from Assigning Borrower all of the Conveyed Property, and has accepted Assigning Borrower's assignment of the Leases; and (ii) it has paid in full all required consideration for the Conveyed Property, and it has not granted to Assigning Borrower a mortgage or other lien upon the Conveyed Property to secure any debt or obligations owed to Assigning Borrower.

(b) Assuming Borrower hereby covenants and agrees that it: (i) has received and reviewed a copy of each of the Loan Documents and is familiar with their respective terms; (ii) assumes the obligations contained in the Loan Documents in accordance with the terms of this Agreement; (iii) shall pay when and as due all sums due under the Note and other Loan Documents; (iv) shall perform all obligations imposed upon Assigning Borrower under the Loan Agreement, the Mortgage and all other Loan Documents, all as modified hereby. Assuming Borrower has no knowledge that any of the representations and warranties made by the Assigning Borrower herein are untrue, incomplete, or incorrect.

Assuming Borrower understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

3. Assumption of Obligations. Assuming Borrower hereby assumes the Debt (as defined in the Loan Agreement) and all of the obligations of Borrower set forth in the Loan Agreement, Note, Mortgage and the other Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay, perform, and discharge each and every obligation of payment and performance under, pursuant to and as set forth in the Note, the Mortgage and the other Loan Documents at the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of its obligations under the Note, Mortgage or any of the Loan Documents, as applicable; (ii) there are no monetary encumbrances or liens of any kind or nature against the Conveyed Property except those created by the Loan Documents, and all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein.

4. Consent to Conveyance and Assumption. Subject to the terms and conditions set forth in this Agreement, Lender consents to: (a) the sale, conveyance, assignment and transfer of the Conveyed Property by Assigning Borrower to Assuming Borrower, subject to

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the Mortgage and the other Loan Documents; and (b) the assumption by Assuming Borrower of the Loan and of the obligations of Assigning Borrower under the Loan Documents. Lender's consent to such transfer, however, shall not constitute its consent to any subsequent transfers of the Property, including, without limitation, the Conveyed Property.

5. **Acknowledgment of Indebtedness.** This Agreement recognizes the payment of interest on the Note to the extent of payments made prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of Note is \$7,787,805.00 and interest on the Note has been paid through and including July 2007. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a valid and existing indebtedness payable by Borrower to Lender.

6. **Notices.** Assuming Borrower acknowledges that all notices, demands and other communications required under the Loan Documents to be sent to Assuming Borrower shall be sent to INLAND CHICAGO GRACE, L.L.C a Delaware limited liability company set forth in the Co-Ownership Agreement.

7. **Conditions.** This Agreement shall be of no force and effect until each of the following conditions has been met to the reasonable satisfaction of Lender:

(a) **Fees and Expenses.** Assigning Borrower shall pay, or cause to be paid: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel to Lender; and (ii) an assumption fee to Lender in the amount of \$500.00

(b) **Title Endorsement/Policy.** Assuming Borrower shall cause Chicago Title Insurance Company (the "**Title Company**") to issue either (i) an endorsement to Lender to its original loan policy (the "**Original Loan Policy**") (Policy No. 1401 00336356) or (ii) cause Title Company, in its sole discretion, to issue a replacement loan policy covering the Property in substantially the same form as the Original Loan Policy (the "**New Loan Policy**"). The Original Loan Policy, as endorsed, or the New Loan Policy, as applicable, (in either case, the "**Policy**") shall insure the lien of the Mortgage, and shall (i) be in form and content acceptable to Lender, in its sole discretion; (ii) be effective as of the date of delivery of this Agreement; and (iii) confirm that the Policy contains only such exceptions as may be acceptable to Lender.

(c) **Loan Documents.** Assuming Borrower shall execute and deliver to Lender: (i) an Allonge to the Note in the form set forth as Exhibit C; (ii) UCC-1 and/or UCC-3 financing statements, as may be required by Lender with Assuming Borrower as debtor and Lender as secured party, covering the property which is covered by the financing statements, for filing as a personal property filing with the Office of the Secretary of State of the State of Delaware, and as a fixture filing with the Recorder's Office; and (iii) such other documents and agreements as Lender may require.

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(d) Recordation. Upon execution hereof by Lender, Assigning Borrower and Assuming Borrower shall cause this Agreement to be recorded in the Recorder's Office, and Assuming Borrower shall cause a certified file stamped copy of the recorded original hereof and a certified file stamped copy of the recorded Deed conveying the Conveyed Property to Assuming Borrower to be delivered to Lender within fifteen (15) days from the execution date hereof.

(e) Opinion of Counsel. Assuming Borrower shall cause Assuming Borrower's counsel (which counsel shall be approved by Lender) to deliver to Lender such counsel's opinion to the effect, among other things, that: (i) Assuming Borrower is a duly organized and validly existing limited liability company under the laws of the State of Delaware and is qualified to do business and is in good standing in the state in which the Property is located, and that Assuming Borrower has the full power and authority to own the Conveyed Property and to perform the provisions hereof, (ii) Assuming Borrower's execution, delivery and performance hereof have been duly and validly authorized by all necessary action on behalf of Assuming Borrower; (iii) Assuming Borrower has validly executed and delivered this Agreement pursuant to authority duly given; and (iv) this Agreement and the Loan Documents as assumed by Assuming Borrower and amended hereby, constitute the legal, valid and binding obligations of Assuming Borrower, enforceable against Assuming Borrower in accordance with their terms; all of the foregoing opinions subject to those qualifications and exceptions as Lender shall agree in its sole discretion.

(f) Other Conditions. Assuming Borrower and Assigning Borrower shall satisfy all other conditions set forth in Section 5.2.13 of the Loan Agreement.

8. No Further Consents. Assuming Borrower and Assigning Borrower acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer of the Conveyed Property herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, including the Conveyed Property, and that Section 5.2.13 of the Loan Agreement shall continue in full force and effect.

9. Additional Representations, Warranties and Covenants of Assuming Borrower. As a condition of this Agreement, Assuming Borrower represents and warrants to Lender as follows:

(a) Assuming Borrower is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is qualified to do business and is in good standing in the state in which the Property is located. Assuming Borrower's registered office is as set forth in its formation documents or most recent amendment thereto. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents.

(b) Assuming Borrower is a Special Purpose Entity and an Accredited Investor, each as defined in the Loan Agreement.

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(c) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Borrower enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity. Neither the entry into nor the performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Borrower or any property of Assuming Borrower is bound or any statute, rule or regulation applicable to Assuming Borrower.

(d) Neither the execution of this Agreement nor the assumption and performance of the obligations hereunder has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which the Assuming Borrower or any property of Assuming Borrower is bound or any statute, rule or regulation applicable to the Assuming Borrower.

(e) There is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Borrower.

(f) The financial statements and other data and information supplied by Assuming Borrower in connection with Assuming Borrower's acquisition of the Conveyed Property and assumption of the Loan, including in the Approved Investor Questionnaire (as defined in the Loan Agreement) were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Borrower has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Borrower.

(g) No representation or warranty of Assuming Borrower made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

Any breach of Assuming Borrower of any of the representations and warranties shall constitute an Event of Default under the Loan Agreement and each other Loan Document.

10. Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof.

11. Property Remains as Security for Lender. All of the Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Mortgage, nor shall anything herein contained or

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done in pursuance hereof affect or be construed to affect any other security for the Note, if any, held by Lender.

12. **No Waiver by Lender.** Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any loan agreement, the Note or any of the other Loan Documents.

13. **References.** From and after the date hereof, references in the Loan Agreement, Note, Mortgage and the Loan Documents to "Borrower" or "Maker" or "Mortgagor" shall hereafter be deemed to include a reference to Assuming Borrower.

14. **Relationship with Loan Documents.** To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

15. **Captions.** The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

16. **Partial Invalidity.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

17. **Entire Agreement.** This Agreement and the documents contemplated to be executed herewith constitutes the entire agreement among the parties hereto with respect to the assumption of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof.

18. **Binding Effect.** This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provisions of this Section shall not be deemed to be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

21. **Effective Date.** This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

ATTEST/WITNESS:

Thomas E O'Toole
Name: *Thomas E O'Toole*
Title:

ASSUMING BORROWER:

CHICAGO GRACE-O'TOOLE, L.L.C., a Delaware limited liability company

By: Bernice A. O'Toole as Trustee of the Bernice A. O'Toole Trust dated November 21, 1997, its Sole Member

By: *Bernice A. O'Toole*
Name: Bernice A. O'Toole, Trustee

ATTEST/WITNESS:

Shannon Burnette
Name: *Shannon Burnette*
Title: *TIC Closor*

ASSIGNING BORROWER:

INLAND CHICAGO GRACE, L.L.C., a Delaware limited liability company

By: CHICAGO GRACE EXCHANGE, L.L.C., a Delaware limited liability company, its sole member

By: Inland Real Estate Exchange Corporation, a Delaware corporation, its sole member

By: *Patricia A. DelRosso*
Name: Patricia A. DelRosso
Its: President

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ATTEST/WITNESS:

Sharon D. Holman
Name: Sharon D. Holman
Title: Analyst

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, as
Trustee for the registered holders of J.P. Morgan Chase
Commercial Mortgage Securities Trust 2007-LDP11,
Commercial Mortgage Pass-Through Certificates, Series
2007-LDP11

By: Wachovia Bank, National Association, Solely in its
capacity as Master Servicer

By: Elsa M. Siman
Name: Elsa M. Siman
Title: Vice President

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STATE OF Illinois)
)
COUNTY OF DuPage) SS



Before me, the undersigned authority of the State and County aforesaid, personally appeared **BERNICE A. O'TOOLE**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Trustee of Bernice A. O'Toole Trust, dated November 21, 1997, which is the sole member of **CHICAGO GRACE-O'TOOLE, L.L.C.**, a Delaware limited liability company, and that she as such Trustee of the Bernice A. O'Toole Trust, dated November 21, 1997, executed the foregoing instrument for the purposes therein contained, by signing the name of the sole member of the limited liability company by herself as such Trustee.

Witness my hand and official seal, this 2 day of August, 2007.

[AFFIX NOTARIAL SEAL]

Paul Hunkle
Signature
Print Name: Paul Hunkle
Notary Public Serial #: N/A
My Commission Expires: April 17, 2011

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

Before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, personally appeared **PATRICIA A. DELROSSO**, with whom I am personally acquainted, and who upon oath acknowledged herself to be the President of Inland Real Estate Exchange Corporation, a Delaware corporation, which is the sole member of CHICAGO GRACE EXCHANGE, L.L.C., a Delaware limited liability company, which is the sole member of INLAND CHICAGO GRACE, L.L.C, a Delaware limited liability company, the within named bargainor, and that she, as such President, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation as such officer.

GIVEN under my hand and Notarial Seal this 6th day of August, 2007.

Elizabeth G. Hill
Notary Public

My Commission Expires:

10/26/07



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STATE OF NC)
COUNTY OF Mecklenberg) SS

This instrument was acknowledged before me on Aug 16, 2007, by ELZA SIMAN, the undersigned officer, personally appeared, who acknowledged himself/herself to be a Vice Pres. of Wachovia Bank, National Association, solely in its capacity as Master Servicer for **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11

Witness my hand and official seal, this 16 day of Aug, 2007.

[AFFIX NOTARIAL SEAL]



Janet Garner
Signature
Print Name: JANET GARNER
Notary Public Serial #: 200509600025
My Commission Expires: 3-27-2010

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EXHIBIT A

LOAN DOCUMENTS

- (1) Loan Agreement, dated April 26, 2007, between Assigning Borrower and Original Lender (the "**Loan Agreement**");
- (2) Promissory Note, dated April 26, 2007 payable by Assigning Borrower to Original Lender in the original principal amount of \$7,787,805.00 (the "**Note**");
- (3) Mortgage, Security Agreement and Fixture Filing dated April 26, 2007 granted by Assigning Borrower to Original Lender, recorded May 8, 2007 as Document No. 0712833231 in the Cook County, Illinois Recorder's Office ("**Recorder's Office**") (the "**Mortgage**");
- (4) Assignment of Leases and Rents, dated April 26, 2007 granted by Assigning Borrower to Original Lender, recorded May 8, 2007 as Document No. 0712833232 in the Cook County, Illinois Recorder's Office;
- (5) Assignment of Management Agreement and Subordination of Management Fees dated April 26, 2007, by and among Assigning Borrower, CHICAGO GRACE EXCHANGE, L.L.C. and Lender;
- (6) Borrower's Certificate, dated April 26, 2007, between Assigning Borrower and Original Lender;

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EXHIBIT B

THE PROPERTY

An undivided **4.9315%** tenant in common interest in the following described land:

That part of Block 11 in Kinzie's Subdivision of the Northeast $\frac{1}{4}$ of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of Western Avenue (as widened) with the South Line of W. Grace Street, said point being 50.00 feet West of the East line of said Northeast $\frac{1}{4}$ of Section 24 and 33 feet South of the North line of said Block 11, running thence West along the South line of Grace Street, 279.79 feet to the East line of the West $\frac{1}{2}$ of Block 11; thence South at right angles to said South line of Grace Street, 330 feet along the East line of the West $\frac{1}{2}$ of Block 11; thence East 279.79 feet to the West line of Western Avenue (as widened); thence North 330 feet to the point of beginning, in Cook County, Illinois.

Property Address: 2401 West Grace Street, Chicago, Illinois 60618

Permanent Index No.: 13-24-207-014 0000

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EXHIBIT C

ALLONGE

This Allonge, dated as of _____, 2007, is attached to and made a part of that certain Promissory Note in the principal sum of \$7,787,805.00 dated as of April 26, 2007 made by **INLAND CHICAGO GRACE, L.L.C.**, a Delaware limited liability company to the order of **NOMURA CREDIT & CAPITAL, INC.** (“**Original Lender**”) and previously Original Lender assigned to **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11, for the purpose of annexing thereto the following:

Notwithstanding anything in this Note to the contrary, **CHICAGO GRACE-O'TOOLE, L.L.C.** (“**Assuming Borrower**”), a Delaware limited liability company, shall be deemed a maker hereunder, and shall be considered a “Borrower” as if such entity had executed this Note.

ATTEST/WITNESS:

Name:
Title:

ASSUMING BORROWER:

CHICAGO GRACE-O'TOOLE, L.L.C., a
Delaware Limited Liability Company

By: Bernice A. O'Toole as Trustee of the
Bernice A. O'Toole Trust dated
November 21, 1997, its Sole Member

By: _____
Bernice A. O'Toole, Trustee