

# UNOFFICIAL COPY

PREPARED BY AND  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Kayla McCannon  
Principal Commercial Funding, LLC  
801 Grand Avenue  
Des Moines, Iowa 50392  
Loan No. 755424



Doc#: 0727439114 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/01/2007 03:39 PM Pg: 1 of 5

249557-6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Assignment"), dated as of the 30th day of January, 2007 by PRINCIPAL COMMERCIAL FUNDING II, LLC, a Delaware limited liability company, ("Assignor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-TOP25 ("Assignee"), located at 135 South LaSalle Street, Suite 1626, Chicago, IL 60674.

**WITNESSETH:**

WHEREAS, Assignor is the holder of that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated October 20, 2006, executed by Borrower in favor of Assignor and recorded on October 24, 2006 as Document No. 0629745008 in Cook County, Illinois (as same may be amended, modified, renewed, added to and changed from time to time, the "Mortgage") secured by real property described and set forth in Exhibit A annexed hereto and made a part hereof;

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by Woodfield Restaurant Court, L.L.C. ("Borrower") in favor of Assignor on October 20, 2006, in the amount of \$4,200,000.00 (the "Pledged Note");

WHEREAS, Assignor desired to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

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**Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note, and the moneys due and to grow due thereon with the interest, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

(SIGNATURE PAGE FOLLOWS)

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

PRINCIPAL COMMERCIAL FUNDING II, LLC, a Delaware limited liability company

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its manager

Witnessed by: Jeanne K. Prue  
Name: Jeanne K. Prue

Witnessed by: Dotty Tysseling  
Name: Dotty Tysseling

By: Patricia A. Bailey  
Patricia A. Bailey  
Chief Financial Officer  
Director of Finance

By: Daniel J. Meyer  
Daniel J. Meyer  
Senior Financial Accounting Analyst

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STATE OF IOWA    )  
                                  )  
COUNTY OF POLK )

On this 20th day of October, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Patricia A. Bailey and Daniel J. Meyer, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Chief Financial Officer and Senior Financial Accounting Analyst, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, as manager of PRINCIPAL COMMERCIAL FUNDING II, LLC, a Delaware limited liability company, and that the seal affixed to the instrument is the seal of Principal Real Estate Investors, LLC; that the instrument was signed and sealed on behalf of the company by Principal Real Estate Investors, LLC, as manager of Principal Commercial Funding II, LLC, by authority of the member of Principal Commercial Funding II, LLC; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Real Estate Investors, LLC, as manager of said company, by it and by them voluntarily executed.

*Mike Mcomber*

\_\_\_\_\_  
Notary Public in and for said State  
My Commission Expires:  
Affix Notarial Stamp or Seal]



Polk County Clerk's Office

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DEBTOR: WOODFIELD RESTAURANT COURT, L.L.C.  
LOAN NO. 755424

## EXHIBIT A

### PARCEL 1:

LOT 3 (EXCEPT THAT PART CONDEMNED IN CASE 90L50507 AND CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01 DEGREES 08 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 23.20 FEET; THENCE NORTH 45 DEGREES 26 MINUTES 46 SECONDS WEST 27.41 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 11 SECONDS WEST 347.32 FEET; THENCE SOUTH 44 DEGREES 11 MINUTES 01 SECONDS WEST 29.78 FEET; THENCE SOUTH 52 DEGREES 04 MINUTES 05 SECONDS WEST 43.87 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST 295.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 04 SECONDS WEST 19.67 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE 326.05 FEET; THENCE NORTH 43 DEGREES 54 MINUTES 54 SECONDS EAST ALONG THE NORTH-WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 36.28 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 87 DEGREES 23 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE 405.81 FEET TO THE POINT OF BEGINNING)

IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS APPEARING ON THE PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT NUMBER 22869159 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

### PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AND OTHER PROPERTY TO USE THE ANDERSON ROADWAYS FOR INGRESS AND EGRESS PURPOSES, AS CREATED BY AND AS MORE FULLY DESCRIBED IN ANDERSON EASEMENT AGREEMENT RECORDED OCTOBER 30, 1974 AS DOCUMENT 22893495.

PIN: 07-13-102-002-0000

ADDRESS: 1140-1180 Plaza Drive, Schaumburg, Illinois 60173