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Doc#: 0813403084 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/13/2008 02:37 PM Pg: 1 of 7

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

NOMURA CREDIT & CAPITAL, INC.,
a Delaware corporation

to

SEE ATTACHED SCHEDULE I FOR ASSIGNEE NAME AND ADDRESS

a _____

whose address is:

Property Location:

915, 935 and 955 National Parkway
City of Schaumburg
Cook County
State of Illinois

P.I.N. 07-13-101-013-0000

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN TO:**

KC WILSON & ASSOCIATES
23232 PERALTA DR., STE 119
LAGUNA HILLS, CA 92653

Attention:
LN: CLO-2007-2 NCCI #4



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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Name of Property: Parkway Corporate Center

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the date indicated in the last paragraph hereof is by **NOMURA CREDIT & CAPITAL, INC.**, a Delaware corporation ("Assignor"), whose address is 2 World Financial Center, 21st Floor, New York, New York 10281-1198, in favor of SEE ATTACHED SCHEDULE I FOR ASSIGNEE NAME AND ADDRESS ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated February 13, 2006, executed by **ROMANEK SCHAUMBURG LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor, in the stated principal amount of \$24,350,000.00 (the "Note"), in connection with certain real property situated in Schaumburg, County of Cook, Illinois and as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Property"); and

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

WHEREAS, Assignor has simultaneously herewith endorsed the Note to that certain entity shown on Schedule I, as trustee ("Assignee"), the address of such Assignee being as shown on Schedule I, and the parties desire that the Assignment of Leases be assigned to Assignee.

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 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. Assignment. 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 ("Assignment of Leases") dated as of February 13, 2006, from Borrower, for the benefit of Assignor, and recorded on 02-24-, 2006 in the real property records of the County of Cook,

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State of Illinois as Document No. 0605534076, encumbering the Property; together with the notes and bonds secured thereby.

2. Assumption. 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.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except that Assignor hereby warrants and represents to Assignee that:

(a) 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

(b) 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.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included 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.

7. Interpretation. Whenever the context so requires in this Assignment, all words 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 liability company, a joint venture, a trust, an estate or any other entity.

8. 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 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.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Assignor has executed and delivered this instrument on February 14, 2006, but to be effective as of March 27, 2006.

ASSIGNOR:


NOMURA CREDIT & CAPITAL, INC.,
a Delaware corporation

By: 

Name: Debra Paoli
Title: Asst Vice President

Property of Cook County Clerk's Office

DOCUMENT PREPARED BY:
KC Wilson & Associates
23232 Peralta Dr. #218
Laguna Hills, CA 92653
Phone (949) 470-3960

By: 
Frank Snip

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STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

This instrument was ACKNOWLEDGED before me on Feb. 14, 2006 by Debra Paoli, as Asst. V.P. of NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, on behalf of said corporation.

[SEAL]

Josephine G. Cimino
Notary Public, State of New York

My Commission Expires:

12-06-08

Josephine G. Cimino
Printed Name of Notary Public

EXHIBIT/SCHEDULE LIST

Schedule I - Assignee Name and Address
Exhibit A - Legal Description

JOSEPHINE G. CIMINO
Notary Public, State of New York
No. 01C16119638
Qualified in King County
Commission Expires December 6, 2008

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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 915, 935 and 955 National Parkway

PIN No. 07-13-101-013-0000

Parcel 1

Lot 2 in Oxford Capital Partner's Resubdivision being a resubdivision of Lot 1 in Anderson's Third Resubdivision, a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of Anderson's Resubdivision of part of Lot 11 in Anderson's Woodfield Park, a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, except that part thereof described as follows:

Beginning at the Southwest corner of Lot 2 aforesaid; thence north along the west line of said lot, 20.00 feet; thence Southeasterly to a point on the south line of said lot 20.00 feet east of the southwest corner thereof; thence west along said south line, 20.00 feet to the point of beginning, in Cook County, Illinois.

Easement Estate Parcel 2:

A permanent, non-exclusive reciprocal easement for vehicular and pedestrian access and parking as described in the Reciprocal Easement Agreement for Access and Parking recorded in document no. 0408918051, Cook County Recorder of Deeds, Cook County, Illinois.

Easement Estate Parcel 3:

A permanent, non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from East Woodfield Road as described in the Easement Agreement recorded in document no. 0010457075, Cook County, Recorder of Deeds, Cook County, Illinois.

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SCHEDULE I

Assignee Name and Address

Loan number: 4CDO20072

Property: Parkway Corporate Center

Assignee Name: Wells Fargo Bank, National Association, in its
capacity as the trustee for Nomura CRE CDO 2007-2

Assignee Address: Wells Fargo Bank, N.A.
CMBS Department
1055 10th Avenue SE
Minneapolis, MN 55414

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