# OTEWART TITLE OF ILLINOIS FFICIAL COPY 2 N. LOSQUE STOOFFICIAL COPY

Chicago, IL 60602 312-849-4243

### PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED

This Partial Assignment and Assumption of Ground lease and Special Warranty Deed ("this Agreement) is made on this 25th day of July 2008 by and between U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR FIRST MORTGAGE LOAN TRUST, FRANKLIN **PASS-THROUGH MORTGAGE** CERTIFICATES, SERIES 2006-FF2, BY HOME LOAN SERVICES, INC. 4S ATTORNEY IN ("Assignor/Grantor") a corporation existing under the laws of the State of Delaware, with its principal place of business at Pittsburg, Pennsylvania, and, BO LU, a single r ale, for and in consideration of TEN & 00/100 DO'LARS and other good consideration in hand paid by Grantee/Assignee, the receipt of which is heleby acknowledged, by these present does remise, release, alien and convey, and assign unto the Assignee/Grantee

The Following Condominium

3115 S. Michigan Ave. Unit 303 to wit: Chicago IL 60616

SEE ATTACHED LEGAL DESCRIPTION

2823335e11D

Doc#: 0823335011 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/20/2008 08:49 AM Pg: 1 of 5

3+0.570586 20+2

Together with its undivided interest in and to all Common Elements, including an undivided interest in and to the Leasehold Estate created under that Certain Ground Lease for Michigan Place dated December 7, 1999 between Illinois Institute of Technology, an Illinois not-for-profit corporation, as Lessor, and Michigan Place LLC, as Lessee, recorded by the Cook County Recorder of Deeds on February 29, 2000 as document 00-147967 including all amendments and exhibits thereto ("the Ground Lease")(and together with the exclusive right to use and enjoy the Limited Common Elements appurtenant to the Unit) allocable to the Unit purcuant to and in accordance with the provisions of the Declaration of Condominium Ownership and Easements, Restrictions, Covenants, and By-Laws of the Michigan Indiana Condominium dates February 23, 2001 and recorded by the Cook County Recorder of Deeds on March 15, 2001 as document 001-0205852, as the same may have been amended from time to time (as so amended, "the Declaration), together with

All and singular the hereditaments and appurtenances thereunto belonging, or in anywise, appertaining, and the reversion or reversions, remainder, or remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of Assignor/Grantor, either in law or equity of, in and to the Unit, with the hereditaments and appurtenances (collectively, "the Property"), TO HAVE AND TO HOLD the Unit, with the appurtenances, unto Assignees/Grantees.

And Assignor/Grantor for itself and its successor, does covenant, promise and agree to and with Assignees/Grantees and their successor, that they have not done anything whereby the Unit is, or may be, in any manner encumbered or charges, except as recited in this Agreement and that they will WARRANT AND DEFEND the Unit against all persons lawfully claiming or to claim the same by through, or under it, subject only to: General Taxes from the year 2007 and subsequent years, the Illinois Condominium Property Act, the Declaration, the Ground Lease, covenants, conditions, easements recorded at any time prior to closing, visible public utilities,

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T SALTA COMMITMENT (6/17/06)

Order Number TM267445 Assoc File No 10769

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### GUARANTY COMPANY HEREIN CALLED THE COMPANY

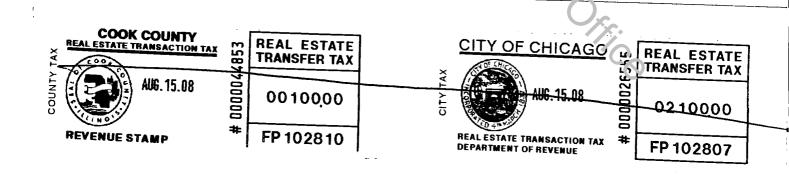
#### **COMMITMENT - LEGAL DESCRIPTION**

PARCEL 1: UNIT NO. 3115-303 IN THE MICHIGAN INDIANA CONDOMINIUM (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- a) THE LEASEHOLD ESTATE CREATED BY THE GROUND LEASE FOR MICHIGAN PLACE DATED DECEMBER 7, 1999 BETWEEN ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AS LESSEE, RECORDED BY THE COOK COUNTY RECORDEL, OF DEEDS ON FEBRUARY 29, 2000 AS DOCUMENT NO. 00147967 INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO (THE "GROUND LEASE") DEMISES THE LAND HEREINAFTER DESCRIBED FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND
- b) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENT LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CHAR LES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MF LIOIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY WHICH IS ATTACHED AS EXHIB! I "P" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, C EVENANTS AND BY-LAWS FOR MICHIGAN INDIANA CONDOMINIUM DATED FEBRUARY 23, 2001 AND RECORDED BY THE COOK COUNTY RECORDER OF DEEDS ON MARCH 15, 2001 AS DOCUMENT 0010205852, AS THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME (AS SO AMENDED, "THE DECLARATION."), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SP/CE P-26 AND STORAGE SPACE 19, BOTH LIMITED COMMON ELEMENTS AS DELINEATED ON THE SUPVEY ATTACHED TO THE DECLARATION AFORESAID.



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special assessments confirmed after the closing date, zoning laws and ordinances, drainage ditches, feeders, laterals and drain tile, pipe or other conduit restrictions or record, party wall agreements and existing leases and tenancies, if any.

Assignees/Grantees by their acceptance and execution of this Agreement, hereby agree to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Unit being conveyed and assigned by this Agreement to Assignees/Grantees (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts due to Lessor under the Ground Lease and to perform all of the terms, covenants, conditions, agreements and obligations of Lessee to be performed or fulfilled under the Ground Lease with respect to the Unit being conveyed and assigned by this Agreement to Assignees/Grantees and with respect to the Common Elements in Rent, and "Unit Owners" as used in this paragraph shall be the meanings set forth in the Ground Lease. Assignees/Grantees further agree that the interests conveyed and transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interest comprising the Unite shall be deemed to be a conveyance and assignment of all interest comprising the Unit.

Permanent Real Estate ivamber: 17-34-102-051-1017

Address of Read Estate: 3115 3. Michigan Ave, Unit 303, Chicago, IL 60616

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 29 day of July 2008

Elieen Paparlella, Asst VP

Its:

Commonwealth of Pennsylvania )
) SS
County of Allegheny )

STATE OF ILLINOIS

AUG. 15.08

REAL ESTATE TRANSFER TAX

DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

FP 102804

I, the undersigned, a notary public in and for said County, in the State aforesaid, DOMEREBY CERTIFY, that the above-named grantor(s) is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the said instrument was signed, sealed and delivered as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29 day of July, Two Thousand Eight.

Notary Public

My commission expires

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Eric St. Julien, Notary Public North Braddock Boro, Allegheny County My Commission Expires Aug. 3, 2011

Member, Pennsylvania Association of Notaries

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### ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

The undersigned, Assigness/Grantees, hereby accept the conveyance of the Unit from Assignor/Grantor and join in the execution of this Agreement for the purpose of agreeing to assume those rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Agreement and to agree to the other terms and provisions of this Agreement

Bolu

State of Illinois)

)SS

County of Cook)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above-named grantor(s) is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the said instrument was signed, sealed and delivered as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal,

unis \_

day of Two Thousand Eight.

Notary Public

My commission expires

Mail To: Bo Lu 3115 S. Michigan Ave Unit 303 Chicago, IL 60616 Name and Address of Tax; ayer Bo Lu 3115 S. Michigan Ave Unit 303 Chicago, IL 60616

Prepared by John Huang P.C 2434 S. Pulaski Chicago, IL 60657

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IN WITNESS WHEREOF, US Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Seller, the Servicer, and the Trustee, dated as of February 1, 2006 First Franklin Mortgage Loan Trust Mortgage Loan Asset Backed Certificates, Series 2006-FF2 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 17<sup>th</sup> day of December, 2007

WINESS Formers Ortiz

US Bank National Association as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset Backed Certificates, Series 2006-FF2

COMMONWEALTH OF MASSACHUSETTS

**COUNTY OF SUFFOLK** 

On December 17<sup>th</sup>, 2007 before me, Yan Luc the undersigned, a Notary Public in and for said state, personally appeared Karen R. Beard, Vice President of US Bank National Association, Trustee for First Franklin Mortgage Loan Trust Mortgage Loan Asset Facked Certificates, Series 2006-FF2 personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument

WITNESS my hand and official seal

-Notary Public Yan Luo

My Commission Expires 07/11/2014

Certified TRUE COPY of the original Sec. 17 of The Notery Public Law.

Notary Public '

7-29-2008

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COMMONWEALTH OF BENNRYLVANIA

Notarial Seal
Eric St. Jullen, Notary Public
North Braddock Boro, Allegheny County
My Commission Expires Aug. 3, 2011
Member, Pennsylvania Association of Notaries