

UNOFFICIAL COPY



Doc#: 0826910106 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2008 03:24 PM Pg: 1 of 16

MO
304836
DEC 2008 / KB

ONE NORTH FRANKLIN, L.P., as assignor

to

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee of U.S. Bank National Association, not individually but solely as trustee (in such
capacity for Maiden Lane Commercial Mortgaged-Back Securities Trust 2008-1 (as
successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York
Corporation), as assignee

SECOND AMENDMENT TO AMENDED AND RESTATED
ASSIGNMENT OF LEASES AND RENTS

Dated: As of September 3, 2008
Location: One North Franklin Street, Chicago, Illinois
County: Cook
PIN: 17-09-456-001, 17-09-456-002
MERS MIN: 8000101-0000006868-3

PREPARED BY AND UPON
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: William P. McInerney, Esq.

UNOFFICIAL COPY

SECOND AMENDMENT TO AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS SECOND AMENDMENT TO AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this “**Amendment**”) made as of the 3rd day of September, 2008, by **ONE NORTH FRANKLIN, L.P.**, a Delaware limited partnership, as assignor, having its principal place of business at c/o Tishman Speyer, 45 Rockefeller Plaza, New York, New York 10111 (“**Assignor**”) to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware corporation, having an address at 1595 Spring Hill Road, Suite 310, Vienna, Virginia 22182 (“**Beneficiary**”), as nominee of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as trustee (in such capacity “**USB**”) for **MAIDEN LANE COMMERCIAL MORTGAGED-BACKED SECURITIES TRUST 2008-1** (the “**Trust**”), having an address at 60 Livingston Avenue, EP-MN WS3D, St. Paul, Minnesota 55107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York Corporation, having its address at 383 Madison Avenue, New York, New York 10179 (“**Original Lender**”)), **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 301 South College Street, One Wachovia Center NC0166, Charlotte, North Carolina 28288 (“**WBNA**”), and **DEKABANK DEUTSCHE GIROZENTRALE**, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany (“**DEKA**”; together with USB, Trust and WBNA and each of their successors and/or assigns, “**Assignee**”), as assignee.

WITNESSETH:

WHEREAS, USB, on behalf of the Trust was the owner and holder of that certain Amended and Restated Promissory Note (the “**Original Note**”) dated March 12, 2008 in the original principal amount of \$710,000,000.00 made by Assignor and the entities set forth on Schedule I annexed hereto (collectively, the “**Other Borrowers**”; Assignor and the Other Borrowers, collectively, “**Borrower**”) in favor of Original Lender, which Original Note evidences a mortgage loan made by Original Lender to Borrower in the original principal amount of \$710,000,000.00 (the “**Loan**”) pursuant to that certain Amended and Restated Loan Agreement (the “**Original Loan Agreement**”), dated as of March 12, 2008, among Borrower and Original Lender, and;

WHEREAS, the Original Note was secured by, among other things, (i) that certain Amended and Restated Fee and Leasehold Mortgage and Security Agreement, dated as of March 12, 2008, by Mortgagor for the benefit of Beneficiary and recorded March 21, 2008, as Document No. 0808131089, in Cook County, Illinois, as amended by that certain First Amended and Restated Fee and Leasehold Mortgage and Security Agreement, dated as of August 29, 2008, by Assignor for the benefit of Beneficiary to be recorded in Cook County, Illinois (as the same may be further amended, supplemented, modified, restated, renewed or extended from time to time, the “**Mortgage**”), securing, among other things, a fee interest in the certain real property (the “**Property**”) more particularly described on Exhibit A attached hereto, and (ii) that certain Amended and Restated Assignment of Leases and Rents, dated as of March 12, 2008, by Assignor for the benefit of recorded March 21, 2008, as Document No. 0808131090, in Cook County, Illinois (the “**Original Assignment**”);

UNOFFICIAL COPY

WHEREAS, USB, on behalf of the Trust and Borrower have agreed, in the manner set forth in that certain Note Splitter Agreement, dated as of August 29, 2008 between USB, on behalf of the Trust and Borrower, that the Original Note was split and severed into nine (9) separate promissory notes collectively evidencing the Loan (the “**New Notes**”);

WHEREAS, in connection with the aforementioned transactions, USB, on behalf of the Trust and Borrower entered into that certain First Amendment to Amended and Restated Loan Agreement, dated as of August 29, 2008 (the “**Amendment to Loan Agreement**”; the Existing Loan Agreement as amended by the Amendment to Loan Agreement and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) (the New Notes and the Loan Agreement, together with the other documents and instruments evidencing and/or securing the Loan being hereinafter referred to collectively as the “**Loan Documents**”);

WHEREAS, USB, on behalf of the Trust, and Borrower have entered into that certain First Amendment to Amended and Restated Assignment of Leases and Rents, dated as of August 29, 2008 (the “**First Amendment to Assignment**”; together with the Original Assignment, the “**Assignment**”) which reflected USB’s assignment on behalf of the Trust of a portion of its interest in the Loan to each of WBNA and DEKA;

WHEREAS, USB, on behalf of the Trust, and Borrower have agreed that USB shall, concurrently with the execution of this Amendment, assign a portion of its interest in the Loan to Münchener Hypothekenbank eG, a German cooperative company, having an address at Karl-Scharnagl-Ring 10, 80539 München (“**MHB**”; together with Assignee, and each of their respective successors and/or assigns, “**Lender**”) and that MHB shall assume the Trust’s obligations under the Loan Documents with respect to the assigned interests; and

WHEREAS, Assignor and Assignee desire and have agreed to make certain amendments to the Assignment pursuant to this Amendment;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, Assignor and Assignee now agree to make the following amendments to the Assignment:

1. The phrase “**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as trustee (in such capacity “**USB**”) for **MAIDEN LANE COMMERCIAL MORTGAGED-BACKED SECURITIES TRUST 2008-1** (the “**Trust**”), having an address at 60 Livingston Avenue, EP-MN WS3D, St. Paul, Minnesota 55107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York Corporation, having its address at 383 Madison Avenue, New York, New York 10179 (“**Original Lender**”)), **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 301 South College Street, One Wachovia Center NC0166, Charlotte, North Carolina 28288 (“**WBNA**”) and **DEKABANK DEUTSCHE GIROZENTRALE**, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany (“**DEKA**”; together with

UNOFFICIAL COPY

USB, Trust and WBNA and each of their successors and/or assigns, "**Lender**"), as assignee" in the Preamble of the Assignment shall be deleted in its entirety and replaced with the following:

"**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as trustee (in such capacity "**USB**") for **MAIDEN LANE COMMERCIAL MORTGAGED-BACKED SECURITIES TRUST 2008-1** (the "**Trust**"), having an address at 60 Livingston Avenue, EP-MN WS3D, St. Paul, Minnesota 55107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York Corporation, having its address at 383 Madison Avenue, New York, New York 10179 ("**Original Lender**")), **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 301 South College Street, One Wachovia Center NC0166, Charlotte, North Carolina 28288 ("**WBNA**"), **DEKABANK DEUTSCHE GIROZENTRALE**, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany, and **MÜNCHENER HYPOTHEKENBANK EG**, a German cooperative company, having an address at Karl-Scharnagl-Ring 10, 80539 München ("**MHB**"; together with USB, Trust, WBNA, DEKA and each of their successors and/or assigns, "**Lender**" or "**Assignee**"), as assignee."

2. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in, the Assignment and all Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of the Assignment are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.
3. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns forever.
4. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Loan Agreement.
5. Counterparts. This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.
6. Authority. Each of the Assignor and Assignee represent and warrant to each other that such party and the person executing this Amendment on such party's behalf has the full power and authority to enter into and execute this Amendment and that this Amendment constitutes the valid, binding and enforceable obligation of such party.
7. Governing Law. THIS AMENDMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

UNOFFICIAL COPY

8. Exculpation: Notwithstanding anything to the contrary contained in this Agreement, the limitations on liability as set forth in Section 9.3 of the Loan Agreement are hereby incorporated herein by reference, with the same force and effect as if fully set forth herein.
9. Amendment: This Amendment may not be further modified, amended, changed or terminated orally, but only by an agreement in writing signed by the parties hereto.

[NO FURTHER TEXT ON THIS PAGE]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

ASSIGNOR:

ONE NORTH FRANKLIN, L.P., a Delaware
limited partnership

By: One North Franklin GP, L.L.C., a
Delaware limited liability company, its
general partner

By: 

Name:

Title: Paul A. Galiano
Senior Managing Director

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 18 day of August, 2008, by Paul A. Galano as Senior Managing Director of ONE NORTH FRANKLIN, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: _____

Kerri A. Garrett

Notary Public

KERRI A. GARRETT
 Notary Public, State of New York
 No. 01CA6022001
 Qualified in Queens County
 Certificate Filed in New York County
 Commission Expires March 23, 2011

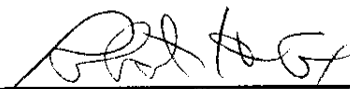
Property of Cook County Clerk's Office

UNOFFICIAL COPY

LENDER:

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF MAIDEN LANE
COMMERCIAL MORTGAGE-BACKED
SECURITIES TRUST 2008-1**

By: Bank of America, N.A., as Master
Servicer

By:  _____

Name: **Robert H Cox**
Title: **Vice President**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF North Carolina)
COUNTY OF Mecklenburg) ss.:

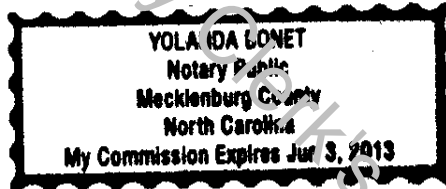
The foregoing instrument was acknowledged before me this 21 day of Aug, 2008, by Robert H. Cox as Vice President of Bank of America, N.A., as Master Servicer for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MAIDEN LANE COMMERCIAL MORTGAGE-BACKED SECURITIES TRUST 2008-1.

Witness my hand and official seal.

My commission expires: June 3, 2013

Yola Ida Lonet

Notary Public




Notary's Office

UNOFFICIAL COPY

ORIGINAL LENDER

WACHOVIA BANK NATIONAL
ASSOCIATION, a National Banking
Association

By: _____



Name:

Title:

Christopher Herron
Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOTARY ACKNOWLEDGMENT

STATE OF New York)

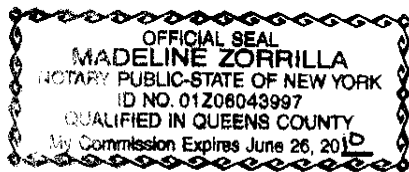
COUNTY OF Queens)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Christopher Herron the Vice President of Wachovia National Bank Association, a _____ national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ as his/her own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 2nd day of September, 2008

Madeline Zorrilla
Notary Public

My commission expires: June 26, 2010




DEPUTY CLERK OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

ORIGINAL LENDER

**DEKABANK DEUTSCHE
GIROZENTRALE**, a German Banking
Corporation

By: 
Name: Dietmar Klein
Title: Managing Director

By: 
Name: Burkhard Mau
Title: Senior Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Register No. 761 for the year 2008

I hereby certify that the foregoing signatures of

- Mr. Dietmar Klein, born on 22.03.1969,
personally known to me,

and

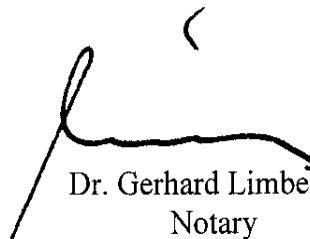
- Mr. Burkhard Mau, born on 05.08.1964,
personally known to me,

both with business address Mainzer Landstraße 16, D-60325 Frankfurt am Main,
have been personally signed by them before me.

The Notary advised the persons appearing on the meaning of § 3 (1) No. 7 of the Notarization Act (Beurkundungsgesetz) and the persons appearing denied any earlier involvement (Vorbefassung) within the meaning of that provision.

Upon today's inspection of the Commercial Register - HRA 16068 - with the Frankfurt am Main Lower Court I hereby confirm that Mr. Dietmar Klein and Mr. Burkhard Mau in their capacities as Authorized Signatories are authorized to represent DekaBank Deutsche Girozentrale, Frankfurt am Main, jointly.

Frankfurt am Main, 8 September, 2008


Dr. Gerhard Limberger
Notary



UNOFFICIAL COPY

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland
Diese öffentliche Urkunde
2. ist unterschrieben von Dr. Gerhard Limberger
3. in seiner Eigenschaft als amtlich bestellter Notar
4. sie ist versehen mit dem Siegel/Stempel des(der)
Notars

Bestätigt

- | | |
|---|------------------|
| 5. in Frankfurt/Main | 6. am 10.09.08 |
| 7. durch den Herrn Präsidenten des Landgerichts | |
| 8. unter Nr. 91 Ea A 8445 | |
| 9. Siegel/Stempel | 10. Unterschrift |

franke
i.V. Franke



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 9 IN THE SUBDIVISION OF LOT 5 IN BLOCK 54 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOT 6 IN BLOCK 54 IN THE ORIGINAL TOWN OF CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SCHEDULE I

OTHER BORROWERS

1. 161 North Clark, L.P., a Delaware limited partnership
2. 30 North LaSalle, L.P., a Delaware limited partnership
3. 10-30 South Wacker, L.P., a Delaware limited partnership
4. Civic Opera, L.P., a Delaware limited partnership

Property of Cook County Clerk's Office