



Doc#: 1029939059 Fee: \$48.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 10/26/2010 11:15 AM Pg: 1 of 7

AFTER RECORDING RETURN TO:

The Davis Companies
 One Appleton Street
 Boston, MA 02116
 Attention: David B. Currie, Esq.

**ASSIGNMENT OF MORTGAGE AND
TRANSFER OF LOAN DOCUMENTS**

October 21, 2010 (the "**Effective Date**")

STATE OF ILLINOIS

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COUNTY OF COOK

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THIS ASSIGNMENT OF MORTGAGE AND TRANSFER OF LOAN DOCUMENTS (this "**Transfer**") is executed by U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8 ("**Lender**"), as Lender, in favor of DIV Woodfield Gardens, LLC ("**Purchaser**"), as Purchaser.

Recitals

A. Effective as of June 18, 1999, Woodfield Garden Associates, Ltd., an Illinois limited liability partnership ("**Original Borrower**"), as maker, executed that certain Promissory Note (the "**Original Note**" as assigned, endorsed and/or transferred as described below, the "**Note**"), dated June 18, 1999, made by Original Borrower, as maker, to and in favor of Morgan Guaranty Trust Company of New York, a New York banking corporation ("**Original Lender**"), as payee, in the original principal amount of \$24,200,000.00.

B. In connection therewith, Original Borrower, as grantor, executed and delivered that certain Mortgage and Security Agreement (the "**Original Mortgage**" and as assigned, assumed, transferred, amended and/or modified, the "**Mortgage**"), dated June 18, 1999, for the benefit of Original Lender, recorded as Instrument No. 99593972 in the Real Property Records of Cook County, Illinois, covering the real property, personal property and general intangibles described in the Mortgage, the real property of which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference as if fully set forth herein.

C. In addition to the foregoing, Original Borrower, as grantor, executed and delivered that certain Assignment of Leases and Rents (the "**Original Assignment of Rents**" and as assigned, assumed, transferred amended and/or modified, the "**Assignment of Rents**") dated as of June 18, 1999, executed by Original Borrower in favor of Original Lender, recorded as Instrument No. 99593973 in the Real Property Records of Cook County, Illinois.

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D. Pursuant to certain assignments, endorsements, and/or transfers of the Loan Documents, Lender is the (i) owner and holder of (x) the Note and the right to receive payments due under the Note, and (y) outstanding indebtedness evidenced by the Note, and (ii) owner of the Loan Documents (defined in Section 1.15 of that certain Loan Sale Agreement dated October 14, 2010, entered into by and between Lender and DIV Acquisition, LLC and assigned to Purchaser (the "**Loan Sale Agreement**")), and the liens, security interests, and right to enforce the terms, and provisions contained within the Loan Documents.

E. Purchaser has requested that Lender sell to Purchaser the Loan Documents. As expressly set forth herein, Lender is willing to sell the Loan Documents to Purchaser.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Lender and Purchaser agree as follows:

Transfer

1. Purchaser's Release of Lender, et al. Purchaser, on its own behalf and on behalf of any person or entity claiming by, through or under Purchaser, does hereby release and forever discharge Lender and any predecessor Lender, warehouse Lender, warehouse servicer, master servicer, primary servicer, special servicer (including, but not limited to, Servicer), indenture trustee, certificate trustee, and each of their respective agents, employees, officers, directors, shareholders, representatives, attorneys, accountants, predecessors, successors and/or assigns, from any and all claims, whether such claims are known or unknown, at law or in equity, arising out of or in any way related (directly, indirectly, express or implied) to the Loan (defined in the Loan Sale Agreement) or the Loan Sale Agreement, except as set forth in the Loan Sale Agreement.
2. Assignment of Mortgage and Assignment of Assignment of Rents. Lender hereby transfers, conveys, assigns, sells, endorses, grants, sets over and delivers to Purchaser the Mortgage and the Assignment of Rents (and all of Lender's right, title, benefits, privileges, liens, security interests and any other interest in anywise belonging, accruing or to accrue in or under the Mortgage and the Assignment of Rents), pursuant to the terms and provisions contained within the Loan Sale Agreement and this Transfer.
3. Transfer of Loan Documents. Lender hereby transfers, conveys, assigns, sells, endorses, grants, sets over and delivers to Purchaser the Loan Documents (and all of Lender's right, title, benefits, privileges, liens, security interests and any other interest in anywise belonging, accruing or to accrue therein or thereunder), including, without limitation, the Note, and the Assignment of Rents, pursuant to the terms and provisions contained within the Loan Sale Agreement and this Transfer.
4. Miscellaneous. This Transfer shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Transfer shall be governed by and construed in accordance with the laws of the State of Illinois.

[signature pages follow]

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IN WITNESS WHEREOF, Lender and Purchaser execute this Transfer to be effective as of the Effective Date.

LENDER:

U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8

By: C-III Asset Management LLC (f/k/a Centerline Servicing LLC, f/ka Centerline Servicing Inc., which was f/k/a ARCap Servicing, Inc.), a Delaware limited liability company, in its authorized capacity as servicing agent pursuant to that certain Pooling and Servicing Agreement dated August 1, 1999

By: 

Printed Name: STEVE OLTMANN

Title: Servicing Officer

STATE OF TEXAS

§

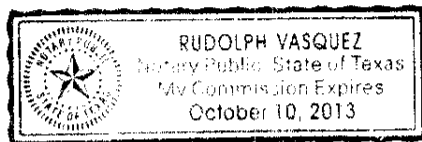
COUNTY OF DALLAS

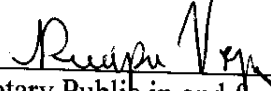
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This instrument was acknowledged before me on the 19 day of October, 2010, by STEVE OLTMANN, as Servicing Officer for C-III Asset Management LLC (f/k/a Centerline Servicing LLC, f/ka Centerline Servicing Inc., which was f/ka ARCap Servicing, Inc.), a Delaware limited liability company, in its capacity as authorized servicing agent for U.S. Bank National Association as Trustee for J.P. Morgan Commercial Mortgage Finance Corporation, Mortgage Pass-Through Certificates, Series 1999-C8.

[SEAL]




Notary Public in and for the State of Texas

My Commission Expires: October 10, 2013

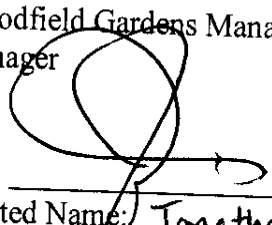
Printed Name:

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PURCHASER:

DIV Woodfield Gardens, LLC,
a Massachusetts limited liability company

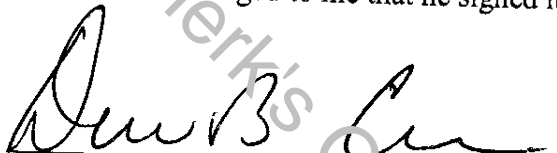
By: Woodfield Gardens Manager Corp., its
manager

By: 
Printed Name: Jonathan G. Davis
Title: President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.
)

On this 21st day of October, 2010, before me, the undersigned notary public, personally appeared Jonathan G. Davis, as President of Woodfield Gardens Manager Corp., as Manager of DIV Woodfield Gardens, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(Affix Seal)


Notary Public

My commission expires:



DAVID B. CURRIE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 4, 2012

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Exhibit A

Real Property

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 40 RODS; THENCE NORTHWARD, ALONG THE WEST LINE OF SAID EAST 40 RODS, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 71.07 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 408.93 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET; THENCE SOUTH 30 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 35 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 490 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 124.05 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 23 MINUTES, 00 SECONDS WEST, A DISTANCE OF 810.93 FEET; THENCE EASTWARD ALONG A LINE, BEING 66 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 675.65 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 445.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 1 OF RAMLIN ROSE ESTATES UNIT NO.1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

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PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 180 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 81 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 2 (EXCEPTING THE EASTERLY 22.00 FEET OF SAID LOT 2, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO.1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO.1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394686; THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12 DEGREES 55

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MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 89 DEGREES 05 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax No.: 07-12-203-007	Vol. No.: 187	(Affects Parcel 1)
Tax No.: 07-12-203-008	Vol. No.: 187	(Affects Parcel 2 and Part of Parcel 3)
Tax No.: 07-12-203-011	Vol. No.: 187	(Affects Part of Parcel 3)
Tax No.: 08-07-203-012	Vol. No.: 049	(Affects Part of Parcel 3)

Address:

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Rolling Meadows, IL 60008

Document prepared by:

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