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A10 CAPITAL

Prepared by, recording requested by,
and when recorded mail to:
A10 Capital, LLC
Attn: Jackie Cox
950 W. Bannock Street, Suite 950
Boise, Idaho 83702



Doc#: 1036322063 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/29/2010 02:26 PM Pg: 1 of 3

Address of Property: 530 S. State Street, Chicago, Illinois

Permanent Parcel Number(s): 17-16-247-066

Loan # AC-IL-GC-10-018-001

COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

BOX 15

This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of December 16, 2010, by **A10 Capital, LLC**, a Delaware limited liability company ("Assignor"), with an address at 950 W. Bannock Street, Suite 950, Boise, Idaho 83702, Attention: Jerry E. Dunn, Chief Executive Officer, in favor of **Wells Fargo Capital Finance, LLC**, a Delaware limited liability company ("Assignee"), with an address at 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, Attention: Loan Portfolio Manager - A10 Capital, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee, as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described below), all of Assignor's right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 16, 2010, executed by **State & Harrison L.L.C.**, an Illinois limited liability company, recorded on December __, 2010 in the real estate records of Cook County, Illinois, as Document No. _____ thereof (hereinafter called the "Mortgage"), describing certain real property therein (the "Real Property") as:

FIDELITY NATIONAL TITLE 1036322060

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

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3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. This Assignment is being delivered pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of May 28, 2010, as amended, restated, supplemented or otherwise modified from time to time, among Assignor, the lenders from time to time parties thereto, and Assignee, as agent.

5. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

7. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

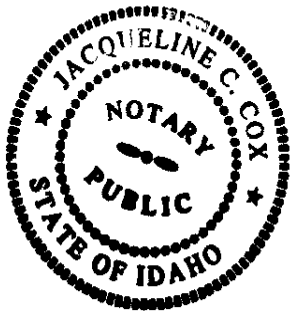
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

A10 Capital, LLC,
a Delaware limited liability company

By: *Dale Conder*
Dale Conder, Chief Risk Officer

STATE OF IDAHO)
) ss.
County of Ada)

This instrument was acknowledged before me, a notary public, on this 13th day of December, 2010, by Dale Conder, as Chief Risk Officer of A10 Capital, LLC, a Delaware limited liability company.



Jacqueline C. Cox
Notary Public for the State of Idaho
Name: Jacqueline C. Cox
My commission expires: July 19, 2011

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EXHIBIT A

Legal Description

Parcel 1:

That part of Lots 7, 12, 13, 18, 19 and 24 (except that part of said Lots taken for alley) all in C.L. and I. Harmon's Subdivision of Block 137 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, taken as a tract, lying below a horizontal plane having an elevation of + 34.13 feet above the Chicago City Datum and lying above a horizontal plane having an elevation of + 14.02 feet above the Chicago City Datum and lying within its horizontal boundary projected vertically and described as follows: commencing at a point in the east line of said Lot 7, said point being 3.50 feet South of the northeast corner thereof; thence South 00 degrees 00 minutes 00 seconds West, along the east line of said Lots, 134.26 feet to the Point of Beginning; thence South 89 degrees 58 minutes 54 seconds West, 6.62 feet; thence North 00 degrees 01 minutes 01 seconds East, 2.15 feet; thence South 89 degrees 58 minutes 54 seconds West, 3.50 feet; thence South 00 degrees 01 minutes 01 seconds West, 2.15 feet; thence South 89 degrees 58 minutes 54 seconds West, 8.25 feet; thence North 00 degrees 01 minutes 01 seconds East, 2.13 feet; thence South 89 degrees 58 minutes 54 seconds West, 3.45 feet; thence South 00 degrees 01 minutes 01 seconds West, 8.65 feet; thence South 89 degrees 58 minutes 54 seconds West, 4.50 feet; thence South 00 degrees 01 minutes 01 seconds West, 49.60 feet; thence South 89 degrees 58 minutes 54 seconds West, 5.30 feet; thence South 00 degrees 01 minutes 01 seconds West, 26.95 feet; thence North 89 degrees 58 minutes 54 seconds East, 4.55 feet; thence South 00 degrees 01 minutes 01 seconds West, 9.75 feet; thence South 89 degrees 58 minutes 54 seconds West, 25.85 feet; thence South 00 degrees 01 minutes 01 seconds West, 15.10 feet; thence North 89 degrees 58 minutes 54 seconds East, 2.55 feet; thence South 00 degrees 01 minutes 01 seconds West, 4.50 feet; thence North 89 degrees 58 minutes 54 seconds East, 50.81 feet to its point of intersection with the east line of said Lots; thence North 00 degrees 00 minutes 00 seconds East, along the east line of said Lots, 112.62 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as created by a "Declaration of Condominium Ownership for Library Tower Condominium and Provisions Relating to Certain Non-Condominium Property" recorded May 8, 2008 as Document No. 0812949046, all as more fully set forth in Article Two of said document and as amended by Recharacterization Amendment No. 6 recorded October 17, 2008, as Document No. 0829118044.

Address of Property: 530 S. State Street
Chicago, IL

Permanent Parcel Number(s): 17-16-247-066