AFTER RECORDING PLEASE RETURN TO: Amy Simpson, Esq. Bryan Cave LLP 2200 Ross Avenue, Suite 3300 Dallas, Texas 75201

STG 11220002, B) C

Doc#: 1104829061 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/17/2011 11:07 AM Pg: 1 of 6

### **LIMITED POWER OF ATTORNEY**

Wells Fargo Bank, N.A., solely as trustee for the Registered Holders of LaSalle Commercial Mortgage Securities, Inc. Commercial Mortgage Pass-Through Certificates, Series 2005-MF1 (the "Trustee") under that certain Pooling and Servicing Agreement dated as of December 27, 2005 (the "Agreement"), among the Trustee, Berkadia Commercial Mortgage LLC, as successor in interest to GMAC Commercial Mortgage Corporation, as master servicer and special servicer, and LaSalle Commercial Mortgage Securities, Inc., as depositor, relating to LaSalle Commercial Mortgage Securities, Inc. 2005-MF1, Commercial Mortgage Pass-Through Certificates, Series 2005-MF1, hereby makes, constitutes and appoints Berkadia Commercial Mortgage LLC, a Delawar- limited liability company, solely in its capacity as special servicer (herein, "Berkadia"), with a business address of 700 North Pearl St., Suite 2200, Dallas, TX 75201, as the true and lawful attorney-in-fact of the Trustee and in the name, place and stead of the Trustee, to take any or all actions incident to or in connection with Berkadia's management or administration of the Mortgage Loans, Nortgaged Properties and REO Properties (as such terms are defined and contained in the Agreement's solely in its capacity as special servicer (consistent with the servicing standards and duties of the servicer under the Agreement), and any and all matters incident or related thereto, including but not limited to the following, as applicable:

- A. The preparation, execution and delivery of any and all: (i) financing statements, continuation statements and other documents or instruments necessary to maintain the lien on the Mortgaged Properties and related collateral; (ii) modifications, subordinations, assumptions, waivers, consents, non-disturbance agreements, and amendments to or with respect to any documents contained in the mortgage files; and (iii) any and all (a) instruments of satisfaction or cancellation and/or mortgage assignments, (b) instruments related to foreclosures or rescissions, (c) instruments of partial or full release or discharge, and (d) other comparable instruments; in each case, with respect to the Mortgage Loans and the Mortgaged Properties; and
- B. (i) To ask, demand, sue for, collect and receive all sums of money, device or other obligations of any kind with respect to said Mortgage Loans, Mortgaged Properties and REO Properties which are now or shall after this date become due, owing or payable, or otherwise belong to Trustee; (ii) to endorse in the name of Trustee for deposit in the appropriate account any check payable to or to the order of Trustee, in each case with respect to said Mortgage Loans, Mortgaged Properties and REO Properties; (iii) to take such other actions and exercise such rights which may be taken by Trustee under the terms of any such Mortgage Loan including foreclosure, sale, taking possession of, realization upon or any other disposition of all or any part of any such Mortgage Loan or any collateral therefor or guaranty thereof; and (iv) to manage, conserve, protect and dispose of any REO Property; and

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C. The performance of any and all acts of any kind or nature whatsoever as Berkadia deems necessary or desirable, in accordance with the terms of the Agreement, to effect such modifications, subordinations, assumptions, waivers, consents, non-disturbance agreements, amendments, satisfactions, cancellations, mortgage assignments, foreclosures, rescissions, releases, discharges, disposition or any of the foregoing actions.

The undersigned gives said attorney-in-fact full power and authority to execute instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Trustee might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that Berkadia shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby. This Limited Power of Attorney shall be effective as of the date signed below, and shall continue in full force until revoked in writing by the Trustee or the termination of the Agreement or the termination of Berkadia. Third parties without actual notice of any written revocation may rely upon the exercise of the powers granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney shall continue in full force and effect unless they have notice it has been revoked as previously stated.

The provisions of the Limited Power of Attorney are intended to regulate the rights and powers between the Trustee and Berkadia, and said provisions will not limit, enlarge or in any way affect the obligations or agreements between the Trustee and any other person or entity.

The Trustee hereby ratifies, confirms and approves in all respects any and all acts and doings of Berkadia and their designated officers, employees, directors, agents and attorneys which have been performed, which acts and doings were in conformity with the Agreement and this Limited Power of Attorney.

Notwithstanding anything contained herein to the contrary, this Limited Power of Attorney does not authorize Berkadia, without further specific written consent from the Trustee, to: (i) hire or procure counsel to represent the Trustee in litigation matters other than to enforce or protect the Trustee's interest in Mortgage Loans, Mortgaged Properties and or LFO Properties; or (ii) take any action with the intent to cause, and that actually causes, the Trustee to be required to be registered to do business in any state.

GIVING AND GRANTING to Berkadia Commercial Mortgage LLC, a Delaware limited liability company, as attorney-in-fact, full power and authority to do and perform the acts, deeds, matters and things described above as special servicer with respect to any of the Mortgage Loans, Mortgaged Properties and/or REO Properties and any and all matters incident or related to the Mortgage Loans, Mortgaged Properties and/or REO Properties, as fully as the Trustee could do if personally present, and by this document ratifying all that the Trustee's attorney-in-fact shall lawfully do or cause to be done in accordance with the terms hereof.

This Limited Power of Attorney may be filed for record in any appropriate public office.

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IN WITNESS WHEREOF, WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF LASALLE COMMERCIAL MORTGAGE SECURITIES, INC. 2005-MF1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-MF1, has caused this Limited Power of Attorney to be executed by its duly authorized representatives this 13<sup>th</sup> day of December, 2010.

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF LASALLE COMMERCIAL MORTGAGE SECURITIES, INC. 2005-MF1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-MF1 (and not in its individual corporate capacity)

WITNESSED BY:

Name: Melissa Hughes

Name: Judith J. Rishel

Tille: Vige President

Name:

Lauren Beall

By: \_\_\_

Name: Alex Humphries

Title: Assistant Secretary

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### **ACKNOWLEDGEMENT**

STATE OF MARYLAND§

**COUNTY OF HOWARD§** 

On this 13<sup>TH</sup> day of December, 2010, before me, Kathleen A. Dean, a Notary Public in and for said State, personally appeared Judith J. Rishel, Vice President And Alex Humphries, Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures or the instrument, the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hard and official seal.

Notary Public in and for the State of Maryland

Kathleen A. Dean

Kathleen A Dean

My Commission Expires: 2/6/2013

(Notary Seal)

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### **EXHIBIT A**

Legal Description

Legal Description:

TE EAST 50 P.
1 NORTH, RANGE

Property Address: 1472 W Chase, .
PI # 11-29-317-017-000

Contact Contac

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#### EXHIBIT B

### Permitted Exceptions

1. General taxes for the year(s) 2010, 2011 taxes and subsequent years, a lien not yet due and payable.

Permanent Index Number: 11-29-317-017-0000 (Volume number 505)

- 2. Proceeding pending in Circuit Court as Case Number 10 MI 400794 filed March 29, 2010 by City of Chicago against 1412 Chase, LLC, MW Cell REIT 1, LLC, et al. for building code violations, as disclosed by *lis pendens* notice recorded April 7, 2010 as Docume at Number 1009741106.
- 3. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Rooftop lease dated May 29, 2003 made by 1412 Chase L.L.C., to Voicestream GSM I Operating Company, a me norandum of which was recorded December 16, 2003 as Document No. 0335015023, dcm sing the land for a term of five (5) years, and all rights thereunder of, and all acts done or suffered thereunder by said Lessee or by any party claiming by, through, or under said Lessee. Memorandum of Purchase and Sale of Lease and Successor Lease dated September 27, 2006 and recorded November 20, 2006 as Document 0632222032 made by and between 1412 Chase, LLC and Wireless Capital Partners, LLC, and the terms and conditions contained therein. Assigned to WCP Wireless Lease Subsidiary, LLC by Memorandum of Assignment dated October 6, 2006 and recorded January 26, 2007 as Document 070221/041. Assigned to Wireless Capital Partners, LLC by Memorandum of Assignment dated April 20, 2007 and recorded June 7, 2007 as Document 0715822054. Assigned to MW Cell Rein LLC by Memorandum of Assignment dated April 20, 2007 and recorded June 7, 2007 as Document 0715822055.
- Agreement establishing a permanent 20 foot building line on the land and other property recorded February 18, 1929 as Document 10286797 signed by Emanuel N. Steiner, and others and as ratified by 1412 Chase Avenue Building Corporation, by Instrument recorded October 28, 1929 as Document 10518010.
- 6. Terms and conditions contained in the Service Agreement dated February 3, 2006 by and between 1412 Chase LLC and Comcast of Chicago, Inc., its successors and assigns relating to broadband communications services to the land, disclosed by Grant of Easement recorded as Document Number 0607941163.
- 7. Grant of easement dated February 3, 2006 and recorded March 20, 2006 as Document 0607941163 made by and between 1412 Chase LLC and Comcast of Chicago Inc., its successors and assigns granting an easement in gross and right of way to construct, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system.