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Doc#: 1109745036 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2011 11:32 AM Pg: 1 of 8

Prepared By +
RECORDING REQUESTED BY:

Wells Fargo Bank National Association

WHEN RECORDED MAIL TO:

Kaye Scholer LLP
Three First National Plaza
70 West Madison Street, Suite 4100
Chicago, Illinois 60602
Attn: Laretta J. Moran, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT ("Assignment") is dated as of April 1, 2011, by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as successor in interest to Coast Commercial Bank, part of Greater Bay Bank, N.A. ("Assignor"), to **GERMAN AMERICAN CAPITAL CORPORATION** ("Assignee").

RECITALS

A. Assignor as Seller and Assignee as Buyer have entered into that certain Loan Purchase Agreement dated as of April 1, 2011 (the "Agreement"), which among other things provides for the execution and delivery of this Assignment. Capitalized terms used but not defined in this Assignment shall have the meanings defined in the Agreement.

B. Assignor is the sole owner of the Second Amended and Restated Promissory Note Secured by Mortgage in the original principal amount of \$20,500,000.00, dated December 15, 2006, executed by LIONCREST TOWERS, L.L.C., an Illinois limited liability company ("Borrower"), and payable to the order of Assignor ("Note A") and Second Amended and Restated Promissory Note Secured by Mortgage in the original principal amount of \$9,800,000.00, dated October 9, 2008, executed by Borrower, and payable to the order of Assignor (together with Note A, collectively, the "Note").

C. The Note is secured by that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 24, 2000 (as amended or modified from time to time, the "Security Instrument"), made by Borrower and COLE TAYLOR BANK, as trustee under Trust Agreement dated July 24, 2000, and known as Trust No. 00-8627, collectively with Borrower, as grantor, for

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Lioncrest Towers

the benefit of Assignor and recorded on November 2, 2004, as Instrument No. 0430744007, in the Official Records in the County Recorder's Office of Cook County, State of Illinois (the "Recorder's Office").

D. The Security Instrument currently encumbers certain real property situated in the City of Richton Park, State of Illinois, as more particularly described in Exhibit A hereto.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Assignor, Assignor, intending to be legally bound, hereby agrees as follows:

1. Seller irrevocably sells, assigns, transfers, grants and conveys unto Assignee, without recourse, and without express or implied representation or warranty of any kind except as expressly set forth herein and limited by Article V of the Agreement, all of Assignor's right, title and interest in, to and under the Security Instrument, together with the Note and the money due and to become due on the Note with interest, and all rights accrued or to accrue under the Security Instrument, TO HAVE AND TO HOLD unto Assignee and its successors and assigns, to its and their own use and benefit, forever.

2. Seller represents and warrants to Assignee that (a) Assignor is the sole legal and beneficial owner of all of the legal and beneficial interests in the Security Instrument, free and clear of any lien, security interest or other encumbrance, (b) Assignor has duly authorized the execution and delivery of this Assignment, and (c) this Assignment is a legally valid, binding and enforceable obligation of Assignor.

3. Assignor shall execute such other instruments as may be reasonably requested by Assignee to consummate or evidence the assignment provided for herein.

4. This Assignment shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York.

6. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

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

Assignor:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Courtney B. Bescoe
Name: Courtney Bescoe
Title: Senior Vice President – Managing Director

Assignee:

GERMAN AMERICAN CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

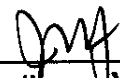
Assignor:

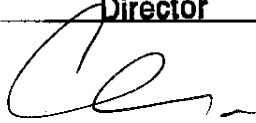
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Courtney Boscoe
Title: Senior Vice President – Managing Director

Assignee:

GERMAN AMERICAN CAPITAL CORPORATION

By: 
Name: Jimmy Yung
Title: Director

By: 
Name: Charles Blackburn
Title: Director

Property of Cook County Clerk's Office

Signature Page to Assignment of Security Instrument (Lioncrest Towers)

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Lioncrest Towers

ASSIGNOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO SS.

On April 1, 2011, before me, Ruth Chavez, Notary Public, personally appeared Courtney Boscoe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Ruth Chavez (Seal)

My commission expires April 22, 2013



Proposed for Cook County Clerk's Office

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ASSIGNEE ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF New York)

On April 1, 2011, before me, Karen D. Bernsohn, a Notary Public in and for the State of New York, personally appeared Jimmy Yung, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

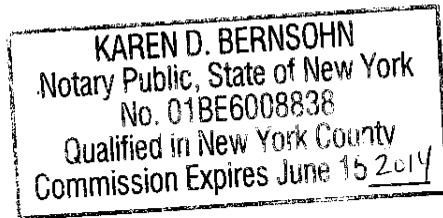
I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Karen D. Bernsohn (Seal)

Printed: _____

My commission expires _____



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ASSIGNEE ACKNOWLEDGEMENT

STATE OF New York)
)
COUNTY OF New York)

On April 1, 2011, before me, _____, a Notary Public in and for the State of New York, personally appeared Charles Blackburn, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

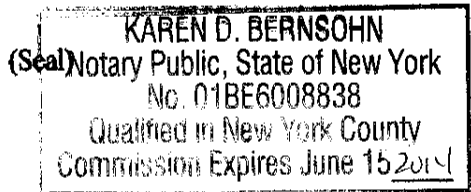
I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Karen D. Bernsohn

Printed: _____

My commission expires _____



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Loan No. 101260

EXHIBIT A

DESCRIPTION OF PROPERTY

Exhibit A to Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Cole Taylor Bank as Trustee under Trust Agreement dated July 24, 2000 and known as Trust No. 00-8627 and Lioncrest Towers, L.L.C., as Mortgagor, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Mortgagee, dated as of October 29, 2004.

All the certain real property located in the County of Cook, State of Illinois, described as follows:

Parcel Identification Number(s) for the Property: 31-26-301-006, 31-26-301-007, 31-26-301-008, 31-26-301-009, 31-26-301-010, 31-26-301-011, 31-26-301-012, 31-26-301-013, 31-26-301-017

LOT 1 OF THE PLAT OF COUNTY CLERK'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LAND CONVEYED TO THE ILLINOIS CENTRAL RAILROAD COMPANY, BY WARRANTY DEED RECORDED JULY 7, 1922, AS DOCUMENT NUMBER 7566205 (EXCEPT THAT PART OF LOT 1 IN THE AFORESAID SUBDIVISION LYING SOUTH OF THE NORTH LINE OF SAID LOT 3 IN SAID COUNTY CLERK'S DIVISION AND THE EASTERLY PROLONGATION THEREOF) AND ALSO (EXCEPT THAT PART OF SAID LOT 1 LYING NORTH OF THE NORTH LINE OF THE SOUTH 1206.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26.)

ALSO:

THE SOUTH 100.00 FEET OF LOT 2, TOGETHER WITH LOTS 5 TO 9 (BOTH INCLUSIVE) IN SAID COUNTY CLERK'S DIVISION;

ALSO:

ALL OF THE 20.00 FOOT WIDE HERETOFORE VACATED ALLEY AS RECORDED BY DOCUMENT NUMBER 21403877 (EXCEPTING THEREFROM THAT PART OF THE EAST HALF LYING WEST OF AND ADJOINING LOT 4 IN SAID COUNTY CLERK'S DIVISION.)

ALL IN COOK COUNTY, ILLINOIS.

Property Address: 3901, 3905 and 3906 Tower Drive, Richton Park, Illinois