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ASSIGNMENT OF MORTGAGE

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NCS-491600-3



Doc#: 1123813040 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/26/2011 01:57 PM Pg: 1 of 7

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ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

FOR VALUE RECEIVED, the receipt, adequacy and sufficiency of which are hereby acknowledged, **U.S. Bank National Association, successor in interest to, among others, LaSalle Bank National Association, as Trustee for the Registered Holders of ML-CFC Commercial Mortgage Trust 2006-1, Commercial Mortgage Pass-Through Certificates Series 2006-1 ("Assignor")**, having a mailing address c/o Midland Loan Services, 10851 Mastin, 6th Floor, Overland Park, Kansas 66210, does hereby grant, bargain, sell, assign, deliver, convey, transfer and set over unto **Metro Storage CHI NYC LLC**, a Delaware limited liability company ("**Assignee**"), having a mailing address of 13528 Boulton Blvd, Lake Forest, Illinois 60045, and its successors and assigns, all of the Assignor's right, title and interest in, to and under the following mortgage and other loan documents, as each such instrument may have been amended and assigned:

(a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 20, 2005, by U-STOR-IT (87TH ST.) LLC in favor of Countrywide Commercial Real Estate Finance, Inc., as lender, recorded in the Office of the Cook County Recorder of Deeds, Cook County, Illinois (the "**Records**"), as Document No. 0602343263 (the "**Mortgage**"), securing a certain Promissory Note, dated as of December 19, 2005, by U-STOR-IT (87TH ST.) LLC, U-STOR-IT (104TH ST.) LLC, U-STOR-IT (BUSSE RD.) L.L.C., and U-STOR-IT (79TH ST.) LLC (collectively, the "**Original Borrowers**"), in favor of Countrywide Commercial Real Estate Finance, Inc., in an original principal amount of Twenty One Million Two Hundred Seventy Thousand Dollars (the "**Promissory Note**");

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(b) that certain Assignment of Leases and Rents, dated as of December 20, 2005, by U-STOR-IT (87TH ST.) LLC in favor of Countrywide Commercial Real Estate Finance, Inc., as lender, recorded in the Records as Document No. 0602343264 (the "Assignment of Leases"), securing the Promissory Note;

TOGETHER WITH the Promissory Note and other obligations described in said Mortgage and Assignment of Leases and the monies due and to grow thereon with interest and any and all other documents, instruments and other writings executed or delivered in connection therewith.

TOGETHER WITH all of Assignor's right, title and interest in and to the agreements listed on Exhibit A (collectively, the "Agreements")

TO HAVE AND TO HOLD the same unto the Assignee and to the successors and assigns of the Assignee forever.

The Mortgage and other loan documents assigned hereby encumber the real property legally described on Exhibit B annexed hereto and incorporated herein by reference.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, OF ANY KIND AND NATURE WHATSOEVER, OTHER THAN AS EXPRESSLY SET FORTH IN THAT CERTAIN LOAN PURCHASE AND SALE AGREEMENT BY AND BETWEEN ASSIGNOR AND ASSIGNEE.

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IN WITNESS WHEREOF, this Assignment of Mortgage and Other Loan Documents has been duly executed on behalf of Assignor as of the 25th day of August, 2011.

ASSIGNOR:

U.S. Bank National Association, as Trustee for the Registered Holders of ML-CFC Commercial Mortgage Trust 2006-1, Commercial Mortgage Pass-Through Certificates Series 2006-1

By: Midland Loan Services, a Division of PNC Bank, National Association, as authorized agent in its capacity as Special Servicer pursuant to that certain Pooling and Servicing Agreement, dated as of March 1, 2006, by and among Seller, Midland Loan Services, Inc., as Special Servicer, and the other parties thereto

By: Valerie Nichols
Name: Valerie Nichols
Title: Senior Vice President

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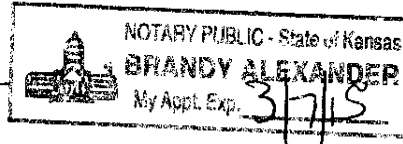
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STATE OF Kansas)
) SS:
COUNTY OF Johnson)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Valerie Nichols, 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 signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24 day of August, 2011.

Brandy Alexander
Notary Public



My Commission expires: 3/7/15

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Exhibit A

Agreements

1. Loan Agreement, dated as of December 19, 2005, by and among U-STOR-IT (87TH ST.) LLC, U-STOR-IT (104TH ST.) LLC, U-STOR-IT (BUSSE RD.) L.L.C., and U-STOR-IT (79TH ST.) LLC (collectively, the "Original Borrowers") and Countrywide Commercial Real Estate Finance, Inc.
2. Loan Assumption and Substitution Agreement, dated as of July 23, 2007, by and among the APF WO 29, LP, APF WO 31, LP, APF WO 33, LP and APF WO 40, LP (collectively, the "Assuming Borrowers"), the Original Borrowers, JPMorgan Alternative Property Fund Domestic I LP, and Lawrence S. Nora, in favor of LaSalle Bank National Association, as trustee
3. Cash Collateral Account Agreement, dated as of December 19, 2005, by and among Original Borrowers and Countrywide Commercial Real Estate Finance, Inc.
4. First Amendment to Cash Collateral Account Agreement, dated as of July 23, 2007, by and among Assuming Borrowers, LaSalle Bank National Association, as trustee, and Devon Self Storage Holdings (US) LLC
5. Guaranty of Recourse Obligations, dated as of December 19, 2005, by Lawrence S. Nora in favor of Countrywide Commercial Real Estate Finance, Inc.
6. Environmental Indemnity Agreement, dated as of December 19, 2005, by Lawrence S. Nora in favor of Countrywide Commercial Real Estate Finance, Inc.
7. Post Closing Agreement, dated as of July 23, 2007, by Assuming Borrowers in favor of LaSalle Bank National Association, as trustee
8. Deposit Account Control Agreement, dated as of July 23, 2007, by and among Assuming Borrowers, LaSalle Bank National Association, as trustee, and Bank of America, N.A.
9. Operations and Maintenance Agreement, dated as of December 19, 2005, by U-STOR-IT (87TH ST.) LLC in favor of Countrywide Commercial Real Estate Finance, Inc.

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Exhibit B

Legal Description

PIN: 25-02-102-028-0000
25-02-102-029-0000
25-02-102-052-0000

Address: 1001 East 87th Street, Chicago, Illinois

PARCEL 1:

A PARCEL OR TRACT OF LAND LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 503.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID QUARTER SECTION AND 420.00 FEET WEST OF SOUTH GREENWOOD AVENUE IN THE CITY OF CHICAGO; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SOUTH DOBSON AVENUE, A DISTANCE OF 130.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE 633.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 273.60 FEET TO A POINT 50.00 FEET EASTERLY OF THE CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S LOOP TRACK; THENCE NORTH 10 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 101.70 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 01 SECONDS EAST ALONG A LINE 154.05 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD SOUTHBOUND MAIN TRACK, A DISTANCE OF 30.54 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE OF 503.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 249.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN IRREGULAR TRACT OR PARCEL OF LAND LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE WHICH IS 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION AND 420 FEET WEST OF THE WEST LINE OF SOUTH GREENWOOD AVENUE IN THE CITY OF CHICAGO; SAID POINT BEING 1114.83 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID SECTION, A DISTANCE OF 470 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 249.38 FEET TO A POINT 154.05 FEET EASTERLY FROM THE CENTER LINE OF THE ILLINOIS CENTRAL RAILROAD SOUTHBOUND MAIN TRACK, AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 10 DEGREES 46 MINUTES 01 SECONDS EAST PARALLEL TO SAID CENTER LINE OF SOUTHBOUND MAIN TRACK, A DISTANCE OF 478.42 FEET TO A POINT THAT IS 33 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 2, AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

CERTAIN PROPERTY SITUATED IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PROPERTY FORMING A PORTION OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S RICHTON DISTRICT AS FOLLOWS:

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BEGINNING AT A POINT ON THE SOUTH LINE OF 66 FOOT WIDE 87TH STREET 580 FEET WEST FROM THE WEST LINE OF GREENWOOD AVENUE, BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY THE FORMER ILLINOIS CENTRAL COMPANY TO WILLIAM J. NEALON DATED JANUARY 10, 1946; THENCE SOUTH 10 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 478.42 FEET TO A BEND POINT; THENCE SOUTH 10 DEGREES 46 MINUTES 0 SECONDS WEST, 30.54 FEET; THENCE SOUTH 10 DEGREES 29 MINUTES 32 SECONDS WEST, A DISTANCE OF 101.70 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY FORMER RAILROAD COMPANY TO WILLIAM J. NEALON BY DEED DATED MAY 3, 1946, BEING ALSO THE NORTHWEST CORNER OF THAT PART CONVEYED BY THE AFORESAID RAILROAD COMPANY TO THE PURDY COMPANY BY DEED DATED OCTOBER 30, 1948; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY LINE EXTENDED WEST OF SAID LAND CONVEYED BY THE FORMER ILLINOIS CENTRAL RAILROAD COMPANY TO WILLIAM J. NEALON BY DEED DATED MAY 3, 1946, A DISTANCE OF 30.50 FEET TO A POINT 25.00 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF GRANTOR'S FORMER EASTERNMOST TRACK; THENCE NORTH 10 DEGREES 45 MINUTES 30 SECONDS EAST PARALLEL TO SAID FORMER EASTERNMOST TRACK, A DISTANCE OF 610.73 FEET TO A POINT IN THE AFORESAID SOUTH LINE OF 87TH STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF 87TH STREET A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING.

PROPERTY of Cook County Clerk's Office