

UNOFFICIAL COPY

PREPARED BY:
YAAKOV SHEINFELD
ALLEN & OVERY LLP
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020



RECORD AND RETURN TO:

RECORD & RETURN TO
CT LIEN SOLUTIONS 24895
P.O. BOX 29071
Glendale, CA 91209-9071
30681714-IL-Cook County Rec

Doc#: 1133610000 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2011 09:11 AM Pg: 1 of 6

ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage (this "Assignment") is made and entered into as of the 8th day of November, 2011 (the "Effective Date"), by and between **IRISH BANK RESOLUTION CORPORATION LIMITED** (f/k/a Anglo Irish Bank Corporation Limited f/k/a Anglo Irish Bank Corporation plc), a banking corporation organized under the laws of the Republic of Ireland, with its principal place of business at Stephen Court, 18/21 St Stephen's Green, Dublin 2, Ireland (and to the extent required for purposes of this Assignment, c/o Anglo Irish Boston Corporation, 265 Franklin Street, 19th Floor, Boston, MA 02110) ("Assignor") and **LSREF2 CLOVER, LLC**, a Delaware limited liability company, with its place of business at 2711 N. Haskell Avenue, Suite 1800, Dallas, Texas 75204, Attn: Legal Department ("Assignee").

WITNESSETH:

That for good and valuable consideration, Assignor does hereby assign without recourse, representation or warranty, except as otherwise expressly set forth in that certain loan purchase and sale agreement, dated as of September 23, 2011 (the "Purchase Agreement"), by and between the Assignor as seller, and LSREF2 Clover, LLC as purchaser, to Assignee all of Assignor's right, title, and interest in and to the mortgages (each as amended from time to time through the date hereof, the "Mortgages") identified on Schedule I attached hereto relating to or securing the premises, with all of Assignor's right, title, and interest in and to the real property more particularly described in EXHIBIT "A" hereto (the "Property").

TOGETHER with the bonds or notes or obligations described in said Mortgages, and the moneys due and to become due thereon with the interest; TO HAVE AND TO HOLD the same unto Assignee and to the successors, legal representatives and assigns of Assignee forever.

Assignee is not acting as a nominee of Assignor, and the Mortgages being assigned continue to secure bona fide obligations.

This Assignment is dated and shall be deemed effective as of the Effective Date, and shall be governed by and construed in accordance with the laws of the state where the Property is located.

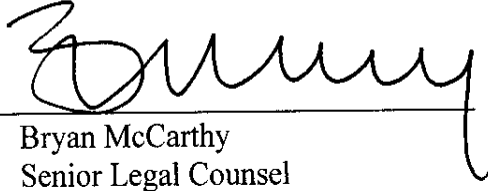
Handwritten notes on the right margin: S, P, S, W, S, E, INT


UNOFFICIAL COPY

WITNESS, this Assignment has been duly executed as of the day and year first above written.

ASSIGNOR:

IRISH BANK RESOLUTION CORPORATION
LIMITED

By: 
Name: Bryan McCarthy
Title: Senior Legal Counsel

By: 
Name: Robert Cameron
Title: Head of Balance Sheet Management

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 20th day of October, in the year 2011, before me, the undersigned personally appeared Bryan McCarthy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public


APRIL B. ABRAMS
Notary Public, State of New York
No. 01AB5030907
Qualified in Nassau County
Commission Expires July 25, 2014

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 20th day of October, in the year 2011, before me, the undersigned personally appeared Robert Cameron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

APRIL B. ABRAMS
Notary Public, State of New York
No. 01AB5030907
Qualified in Nassau County
Commission Expires July 25, 2014

UNOFFICIAL COPY

SCHEDULE I

ES # 346

Mortgages

1. Leasehold Mortgage and Security Agreement (with Fixture Filing), made by O'Hare Chicago Hotel LLC, a Delaware limited liability company, to Irish Bank Resolution Corporation Limited (f/k/a Anglo Irish Bank Corporation Limited f/k/a Anglo Irish Bank Corporation plc), a banking corporation organized under the laws of the Republic of Ireland, dated as of March 7, 2005 and recorded March 16, 2005, in Document Number 0507533002, with the Office of the Recorder of Deeds, Cook County, Illinois.

UNOFFICIAL COPY

EXHIBIT A

Legal Description

ES # 346

(Attached)

Location: 8500 West Bryn Mawr Avenue, Chicago

County: Cook

State: Illinois

UNOFFICIAL COPY

Exhibit A

Legal Description

ES 346

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: 8550 BRYN MAWR, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND BRYN MAWR HOTEL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF FEBRUARY 3, 1999, A SHORT FORM OF WHICH OF LEASE WAS RECORDED MARCH 17, 1999 AS DOCUMENT 99260849; AS AMENDED BY FIRST AMENDMENT OF LEASE AND SHORT FORM DATED AUGUST 14, 2000 AND RECORDED AUGUST 16, 2000 AS DOCUMENT 00629698, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING APRIL 1, 1999 AND ENDING MARCH 31, 2098; ASSIGNMENT TO WAVE ENTERPRISES, INC. RECORDED AUGUST 16, 2000 AS DOCUMENT 00629701; FURTHER ASSIGNED TO BENENSON BRYN MAWR, L.L.C., LAB BRYN MAWR, L.L.C., AND REB BRYN MAWR, L.L.C., EACH A DELAWARE LIMITED LIABILITY COMPANY, COLLECTIVELY AS LANDLORD, BY DOCUMENT RECORDED AUGUST 17, 2000 AS DOCUMENT 00633180; AS FURTHER AMENDED BY SECOND AMENDMENT TO GROUND LEASE DATED MAY 18, 2001; AS SUPPLEMENTED BY AGREEMENT RELATING TO GROUND LEASE DATED MAY 18, 2001; AS FURTHER SUPPLEMENTED BY LETTER AGREEMENTS DATED JANUARY 31, 2001, OCTOBER 1, 2002 AND MARCH 27, 2003; FURTHER ASSIGNMENT OF TENANT'S INTEREST DATED OCTOBER 26, 2004 AND RECORDED OCTOBER 29, 2004 AS DOCUMENT 0430327110.

PARCEL 1:

THAT PART OF THE WEST 295.63 FEET (AS MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF THE SOUTH 510.03 FEET (AS MEASURED ON THE WEST LINE) OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREE, 04 MINUTES, 44 SECONDS EAST ALONG SAID WEST LINE 123.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES, 20 MINUTES, 37 SECONDS EAST, 53.38 FEET; THENCE SOUTH 01 DEGREE, 37 MINUTES, 50 SECONDS EAST, 10.36 FEET; THENCE NORTH 88 DEGREES, 22 MINUTES, 10 SECONDS EAST, 147.54 FEET; THENCE NORTH 01 DEGREE, 46 MINUTES, 55 SECONDS WEST, 9.17 FEET; THENCE NORTH 88 DEGREES, 58 MINUTES, 55 SECONDS EAST, 5.48 FEET; THENCE NORTH 01 DEGREE, 45 MINUTES, 00 SECOND WEST, 0.20 OF A FOOT; THENCE NORTH 88 DEGREES, 15 MINUTES, 00 SECOND EAST, 89.36 FEET TO THE EAST LINE OF THE WEST 295.63 FEET AFORESAID; THENCE NORTH 00 DEGREE, 04 MINUTES, 44 SECONDS EAST ALONG SAID EAST LINE 356.31 FEET; THENCE SOUTH 85 DEGREES, 32 MINUTES, 50 SECONDS WEST, 296.56 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 00 DEGREE, 04 MINUTES, 44 SECONDS WEST, 340.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNOFFICIAL COPY

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 99260848 AND THE FIRST AMENDMENT THERETO RECORDED AS DOCUMENT 00629699, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH DELPHIA AVENUE AS PER DOCUMENT 20512648 WITH THE NORTH LINE OF THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 50.0 FEET AFORESAID 475.0 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 00 SECONDS WEST 459.75 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET (AS MEASURED ON THE WEST LINE) OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 510.03 FEET AFORESAID 196.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS WEST 119.34 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST 267.80 FEET TO THE EAST LINE OF NORTH DELPHIA AVENUE AS PER DOCUMENT 20512648; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID EAST LINE 14.34 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 00 SECONDS EAST 5.0 FEET TO ANOTHER EAST LINE OF NORTH DELPHIA AVENUE AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION 105.0 FEET TO THE NORTH LINE OF THE SOUTH 510.03 FEET AFORESAID; THENCE SOUTH 88 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 33.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE 123.97 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 37 SECONDS EAST 53.38 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 50 SECONDS EAST 10.36 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 10 SECONDS EAST 147.54 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 55 SECONDS WEST 9.17 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 55 SECONDS EAST 5.48 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST 0.20 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST 89.36 FEET TO THE EAST LINE OF THE WEST 295.63 FEET AFORESAID; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE 122.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE ADDITIONAL ESTATE OR INTEREST IN THE ABOVE DESCRIBED LAND:

OWNERSHIP OF THE IMPROVEMENTS LOCATED ON THE LEASEHOLD PROPERTY.

Parcel - 12-02-304-010-0000