

UNOFFICIAL COPY



1209518027

Doc#: 1209518027 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/04/2012 02:45 PM Pg: 1 of 7

Prepared by:

Dean Victor, Esquire
Foley & Lardner
321 North Clark, Suite 2800
Chicago, Illinois 60654

After recording return to:

LNR Partners, LLC
1601 Washington Avenue, Suite 700
Miami Beach, Florida 33139
Attn.: Foreclosure Manager

**ASSIGNMENT OF AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
AND OTHER LOAN DOCUMENTS**

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF ML-CFC COMMERCIAL MORTGAGE TRUST 2006-4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-4 ("Assignor"), having a mailing address of c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, does hereby grant, bargain, sell, assign, deliver, convey, transfer and set over unto **MLCFC 2006-4 GOLF OFFICE, LLC, an Illinois limited liability company** ("Assignee"), having a mailing address of c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, all of the Assignor's right, title and interest in and to the mortgage described below, as such instruments may from time to time have been amended, assumed, consolidated, modified and/or assigned, and all other loan documents executed in connection therewith, as each such document may have been amended, assumed, consolidated, modified and/or assigned (the "**Other Loan Documents**");

UNOFFICIAL COPY

That certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 25, 2006 and amended and restated as of November 8, 2006 ("**Mortgage**"), by YPI 1600 Corporate Center, LLC, a Delaware limited liability company, in favor of Countrywide Commercial Real Estate Finance, Inc., a California corporation ("**Original Lender**"), recorded November 16, 2006, as Document No. 0632034070, in the Recorder's Office of Cook County, Illinois (the "**Records**"). The Mortgage was assigned by: (a) Original Lender to LaSalle Bank National Association, as trustee for the registered holders of ML-CFC Commercial Mortgage Trust 2006-4, Commercial Mortgage Pass-Through Certificates, Series 2006-4 ("**Lender #2**"), pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, effective as of December 12, 2006, recorded February 13, 2007, as Document No. 0704410006, in the Records; and (b) Lender #2 to Assignor, pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, effective as of June 30, 2008, recorded May 4, 2009, as Document No. 0912419014, in the Records, as affected by that certain Corrected Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, effective as of June 30, 2008, recorded March 6, 2012, as Document No. 1206613030, in the Records.

TOGETHER WITH all rights accrued or to accrue under the Mortgage and Other Loan Documents, any and all promissory note(s) and the obligations described therein, the debt and claims secured thereby, and all sums of money due and to become due thereon, with interest as provided for therein.

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

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, OF ANY KIND AND NATURE WHATSOEVER.

The Mortgage and Amended and Restated Mortgage assigned hereby encumber the real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Assignment has been duly executed on behalf of Assignor on March 28, 2012.

[END OF TEXT – SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

UNOFFICIAL COPY

ASSIGNOR:

**U.S. BANK NATIONAL ASSOCIATION, A
NATIONAL BANKING ASSOCIATION, AS
TRUSTEE FOR THE REGISTERED HOLDERS
OF ML-CFC COMMERCIAL MORTGAGE
TRUST 2006-4, COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
2006-4**

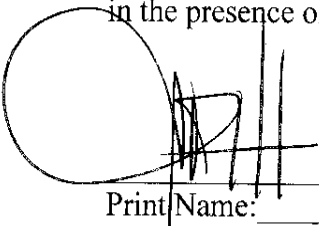
By: LNR Partners, LLC, a Florida limited liability
company, successor by statutory conversion to
LNR Partners, Inc., a Florida corporation, its
Attorney-in-Fact under Limited Power of
Attorney dated as of August 4, 2008

Signed, sealed and delivered
in the presence of:

By: 

Name: Isaac Pesir

Title: Co-President


Print Name: Amarela Corton


Print Name: David Serna

MIAMI 2931218.2 7249638175

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

File No.: NCS-220715-CHI2

Legal Description:

Parcel 1:

The part of Lots 2 and 4 in 58-62 Venture Subdivision of part of Section 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1970 as document number 21092384, described as follows:

Beginning at the Southeast corner of said Lot 4 (the West line of said Lot 4 having an assumed bearing of North 00 degrees 17 minutes 57 seconds West for this legal description); thence North 89 degrees 51 minutes 03 seconds West, along the South line of said Lots 2 and 4, 334.79 feet to an angle point in the South line of said Lot 2; thence South 88 degrees 15 minutes 10 seconds West, along the south line of said Lot 2, 145.03 feet to an intersection with a line 17.0 feet, as measured at right angles, East of and parallel with the West line of said Lot 2 and 4; thence North 00 degrees 17 minutes 57 seconds West, along said last described parallel line, being the East line of Wilke Road as widened, 1128.93 feet; thence North 89 degrees 42 minutes 03 seconds East, 137.0 feet; South 00 degrees 17 minutes 57 seconds East, 159.65 feet; thence South 50 degrees 40 minutes 22 seconds East, 149.69 feet; thence South 00 degrees 17 minutes 57 seconds East, 19.37 feet; thence North 89 degrees 42 minutes 03 seconds East, 227.47 feet, to a point on the East line of said Lot 4, 853.38 feet, as measured along said East line, North of the Southeast corner of said Lot 4; thence South 00 degrees 17 minutes 57 seconds East, along the East line of said Lot 4, 853.38 feet to the point of beginning in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 as set forth in and created by Agreement and Declaration of Covenants and Easement recorded as document number 86214935, for ingress and egress, support, utility and service easements, parking easements, parking and encroachment easement over the following described property;

Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8

UNOFFICIAL COPY

and 9, Township 41 North, Range 11, East of the Third Principal Meridian, (except the West 17.0 feet of said Lots, as measured at right angles), and except that part of Lot 4 described as follows:

Beginning at the most Northerly corner of Lot 4; thence South 12 degrees 10 minutes 10 seconds West, 271.97 feet to a point being 297.66 feet Easterly of the Southwest corner of Lot 6 in said 58-62 Venture Subdivision; thence continuously South 12 degrees 10 minutes 10 seconds West, a distance of 20.03 feet; thence South 64 degrees 18 minutes 39 seconds East, 123.39 feet; thence North 21 degrees 25 minutes 20 seconds East, a distance of 297.37 feet, to a point in the Northeasterly line of Lot 4 in said 58-62 Venture Subdivision, said line being an arc of a circle convex Northeasterly and having a radius of 2814.79 feet; thence Northwesterly along said arc for a distance of 170.02 feet to the place of beginning, and except the North 113.86 feet, measured at right angles to the North line of Lot 4, of the East 214.73 feet of the West 231.73 feet; measured at right angles, of Lot 4 and except that part of Lot 4 described as follows: The West line of said Lot 4 is due North-South for the following courses; beginning at a point in the West line of Lot 4 aforesaid, 114 feet South of the Northwest corner thereof; thence South 87 degrees 07 minutes East, a distance of 232.02 feet; thence due South, a distance of 120 feet; thence North 87 degrees 07 minutes West, a distance of 232.02 feet to said West line of Lot 4; thence due North on said line, a distance of 120 feet to the point of beginning.

(Excepting therefrom:

That part of Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1970 as document number 21092384, described as follows:

Beginning at the Southeast corner of said Lot 4 (the West line of said Lot 4 having an assumed bearing of North 00 degrees 17 minutes 57 seconds West for this legal description); thence North 89 degrees 51 minutes 03 seconds West, along the South line of said Lots 2 and 4, 334.79 feet to an angle point in the South line of said lot 2; thence South 88 degrees 15 minutes 10 seconds West, along the South line of said Lot 2, 145.03 feet to an intersection with a line 17.0 feet, as measured at right angles, East of and parallel with the West line of said Lots 2 and 4; thence North 00 degrees 17 minutes 57 seconds West, along said last described parallel line, being the East line of Wilke Road as widened, 1128.93 feet; thence North 89 degrees 42 minutes 03 seconds East,

UNOFFICIAL COPY

137.0 feet; thence South 00 degrees 17 minutes 57 seconds East, 159.65 feet; thence South 50 degrees 40 minutes 22 seconds East, 149.69 feet; thence South 00 degrees 17 minutes 57 seconds East, 19.37 feet; thence North 89 degrees 42 minutes 03 seconds East, 227.47 feet to a point on the East line of said Lot 4, 853.38 feet, as measured along said East line, North of the Southeast corner of said Lot 4; thence South 00 degrees 17 minutes 57 seconds East, along the East line of said Lot 4, 853.38 feet to the point of beginning), in Cook County, Illinois.

Parcel 3:

A permanent and perpetual non-exclusive easement as created in Agreement Regarding Extinguishment, Release and Regrant of Easements, Covenants and Restrictions made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 2, 1970 and known as Trust Number 56088 recorded April 30, 1986 as document number 86170066, for the benefit of Parcel 1 for the purposes of constructing, operating, using, maintaining, removing, replacing and repairing same on, upon, across, over and under that portion of Parcel A as described in said easement agreement.

Property Address: 1600 West Golf Road, Rolling Meadows, Illinois 60008

PIN: 08-08-403-021-0000