

# UNOFFICIAL COPY



Doc#: 1211745070 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/26/2012 03:17 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED  
BY  
AND AFTER RECORDING  
RETURN TO:

Donald J. Healy, Jr.  
Metropolitan Life Insurance Company  
125 S. Wacker Drive, Ste. 1100  
Chicago, Illinois 60606

## ASSIGNMENT OF NOTE AND LOAN DOCUMENTS

This Assignment of Note, and Loan Documents (this "Assignment") is made and entered into as of April 18, 2012 (the "Effective Date") by and between **METLIFE BANK, N.A.**, a national banking association, whose address is c/o Metropolitan Life Insurance Company, 10 Park Avenue, Morristown, New Jersey 07962 ("Assignor") and **METROPOLITAN LIFE INSURANCE COMPANY**, a New York Corporation, whose address is c/o Metropolitan Life Insurance Company, 10 Park Avenue, Morristown, New Jersey 07962 ("Assignee").

## RECITAL

Assignor is holder of that certain Promissory Note dated November 8, 2010 (the "Note") in the original principal amount of \$11,200,000.00 executed by INLAND SHOPS AT ORCHARD PLACE, L.L.C., a Delaware limited liability company ("Borrower") as maker, and payable to the order of Assignor, as payee, as more fully described in and secured by that certain Mortgage, Security Agreement and Fixture Filing dated November 8, 2010 and recorded on November 17, 2010 in McHenry County, Illinois as Document No. 1032133122 (the "Mortgage") from Borrower to Assignor and Assignee, in connection with the property more

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Skokie, IL

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particularly described on Exhibit A attached hereto. The Note, the Mortgage, and any other instruments, agreements, security agreements, assignments and any other documents related to the Note, or the Mortgage, all liens and security interests securing the Note and collateral of any kind or nature, including, without limitation, those documents more particularly described on Exhibit B attached hereto and made a part hereof are hereinafter collectively referred to as the "Loan Documents."

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has ENDORSED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED, and by these presents does ENDORSE, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Assignee, the Note, its right, title, interest and obligation under all the other Loan Documents and the liens and security interests thereunder and therein securing the payment of the Note.

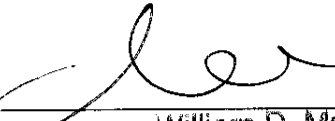
[Signatures Following on Next Page]

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EXECUTED as of the Effective Date.

ASSIGNOR:

**METLIFE BANK, N.A.,**  
a national banking association

By:  CB  
Name: William D. Markey  
Title: Vice President

THE STATE OF New Jersey §  
                                                          §  
COUNTY OF Morris §

This instrument was acknowledged before me this 16<sup>th</sup> day of April, 2012 by William D. Markey, the Vice President of MetLife Bank, N.A., a national banking association on behalf of said national banking association.

  
Notary Public Signature

My Commission expires:

**PATRICIA TATRO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires August 13, 2012

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 1 IN MEMORIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1999 AS DOCUMENT 99626242, AND CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 21, 1999 AS DOCUMENT 99892967, IN COOK COUNTY, ILLINOIS.

(EXCEPTING THAT PART OF LOT 1, DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE SOUTH 00 DEGREES 37 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF LOT 1 AFORESAID, 328.99 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 22 MINUTES 30 SECONDS EAST, 6.25 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST, 181.27 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 30 SECONDS WEST, 194.33 FEET; THENCE SOUTHEASTERLY 100.21 FEET, ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET, THE CHORD OR SAID CURVE BEARS SOUTH 44 DEGREES 56 MINUTES 37 SECONDS EAST, 89.98 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THE NEXT (3) COURSES WILL FOLLOW THE SOUTH, THE SOUTHWESTERLY AND THE WEST LINES OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST, 3.92 FEET; THENCE WEST, 108.98 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 43 DEGREES 49 MINUTES 08 SECONDS WEST, 98.30 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS WEST, 368.39 FEET TO THE POINT OF BEGINNING).

Common Address: 9601-0747 SKOKIE BOULEVARD, SKOKIE, ILLINOIS

PIN: 10-10-301-015-0000

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## EXHIBIT B

### SCHEDULE OF LOAN DOCUMENTS

1. Assignment of Leases dated November 8, 2010 executed by Borrower and recorded on November 17, 2010 in Cook County, Illinois as Document No. 1032133123.
2. Unsecured Indemnity Agreement dated November 8, 2010 executed by Borrower and Inland Real Estate Corporation ("Liable Party") in favor of Assignor and Assignee.
3. Guaranty Agreement dated November 8, 2010 executed by Inland Real Estate Corporation in favor of Assignor and Assignee.
4. Subordination of Management Agreement dated November 8, 2010 executed by Borrower and Inland Commercial Property Management in favor of Assignor and Assignee.
5. UCC Financing Statement in Cook County, Illinois (Document No. 1032133124) and Delaware Secretary of State (Document No. 2010 3916545)
6. All of Assignor's right, title and interest in and to all other documents from time to time executed by Borrower, any guarantor, or any other party(ies) evidencing or securing the Loan as referenced in the Mortgage in which Assignor has an interest, any and all guarantees issued by Borrower or any guarantor from time to time in connection with the Loan, any consents, side letters and any and all documents from time to time executed among Assignor and/or Borrower or any other party(ies) in connection with the Loan.