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A10 CAPITAL



Doc#: 1211816098 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2012 04:05 PM Pg: 1 of 4

Prepared by, recording requested by,
and when recorded mail to:
A10 Capital, LLC
Attn: Jackie Cox
250 S. 5th Street, Suite 400
Boise, Idaho 83702

Address of Property: 10 Huntington Lane
Wheeling, IL

Permanent Parcel Number: 03-04-400-032

Loan # AC-IL-GC-10-018-0037-001

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "*Assignment*") is made as of April 16, 2012, by **A10 Capital, LLC**, a Delaware limited liability company ("*Assignor*"), with an address at 250 S. 5th Street, Suite 400, Boise, Idaho 83702, Attention: Jerry E. Dunn, Chief Executive Officer, in favor of **A10 Securitization 2012-1, LLC**, a Delaware limited liability company ("*Assignee*"), with an address at c/o A10 Capital, LLC, 250 S. 5th Street, Suite 400, Boise, Idaho 83702, Attention: Jerry E. Dunn, Chief Executive Officer, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 16, 2010, executed by **10 Huntington L.L.C.**, an Illinois limited liability company, recorded on December 29, 2010 with the Cook County Recorder of Deeds, Illinois, as Document No. 1036322059 thereof, as assigned pursuant to that certain Collateral Assignment of Mortgage and Loan Documents from Assignor, as assignor, to Wells Fargo Capital Finance, LLC, as assignee, recorded on December 29, 2010 with the Cook County Recorder of Deeds, Illinois, as Document No. 1036322062 thereof, and as reassigned pursuant to that certain Reassignment of Mortgage and Loan Documents from Wells Fargo Capital Finance, LLC, as assignor, to Assignor, as assignee, recorded concurrently herewith with the Cook County Recorder of Deeds, Illinois (hereinafter called the "*Mortgage*"), describing certain real property therein (the "*Real Property*") as:

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any

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and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

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

A10 Capital, LLC,
a Delaware limited liability company

By: _____

Jacqueline Cox
Jacqueline Cox
Executive Vice President

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EXHIBIT A

Legal Description

That part of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian (except the West 50.00 feet thereof taken for Buffalo Grove Road) and (except the North 580.00 feet of the South 880.00 feet of the West 333.00 feet thereof) and (except the South 300.00 feet of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$); also the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 4; also the South 35.25 chains of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4 (except the East 11.67 chains thereof) and (except the South 275.00 feet of the West 1100.00 feet of the East 1870.22 feet of said Southeast $\frac{1}{4}$) and (except the South 50.00 feet thereof taken for Dundee Road) all in Cook County, Illinois, described as follows:

Commencing at the Southeast Corner of said Southwest $\frac{1}{4}$ of Section 4, being also the center line of Dundee Road; thence North 00 degrees 11 minutes 41 seconds East along the east line of said Southwest $\frac{1}{4}$, a distance of 50.00 feet to the Place of Beginning; thence continuing North 00 degrees 11 minutes 41 seconds East, a distance of 334.75 feet; thence South 89 degrees 51 minutes 03 seconds East, a distance of 245.01 feet; thence South 21 degrees 37 minutes 11 seconds West, a distance of 122.64 feet to a point of curvature; thence southerly along a curve to the left of the last described course extended and having a radius of 345.00 feet, a distance of 129.28 feet to a point of tangency; thence South 00 degrees 08 minutes 57 seconds West, a distance of 94.90 feet to a point on the northerly right of way line of Dundee Road; thence North 89 degrees 51 minutes 03 seconds West along the northerly right of way line of Dundee Road, a distance of 176.67 feet to the Place of Beginning in Cook County, Illinois.

Also known as:

Lot 1 in Final Plat of Arlington Commons Subdivision, being a subdivision of part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded July 25, 1990 as Document No. 90357532.

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Wheeling, IL

Permanent Parcel Number(s): 03-04-400-032