



Doc#: 1215341043 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2012 02:55 PM Pg: 1 of 5

Prepared by and Return to:

Cadwalader, Wickersham & Taft LLP
227 West Trade Street, Suite 2400
Charlotte, North Carolina 28202
Attention: Matthew Robertson, Esq.

ASSIGNMENT OF FEE MORTGAGE AND SECURITY AGREEMENT

M.G.R. TITLE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation, having a mailing address at 1595 Spring Hill Road, Vienna, Virginia 22182 ("Assignor"), as the holder of the instruments hereinafter described and for valuable consideration, hereby assigns, sells, transfers, delivers, conveys and sets over to WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED CERTIFICATEHOLDERS OF MERRILL LYNCH FLOATING TRUST COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2008-LAQ, MERRILL LYNCH BANK USA, MERRILL LYNCH MORTGAGE LENDING, INC., UBS REAL ESTATE SECURITIES INC., and BANK OF AMERICA, N.A., each having an address at c/o Bank of America, N.A., as servicer, Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255 (collectively, "Assignee"), all right, title and interest of Assignor in and to (i) the instrument(s) described on Schedule 1 attached hereto and by this reference made a part hereof, together with (ii) all of the documents and/or instruments in the possession of Assignor pertaining to the loan evidenced by the Note described on said Schedule 1, (collectively the "Loan Documents"), together with any rider, addendum, exhibit, schedule or attachment thereto, as the same may be amended, replaced, supplemented or otherwise modified from time to time.

The instrument(s) described on Schedule 1 affect the premises more particularly described in Exhibit A attached hereto and made a part hereof.

All notices previously required to be delivered to the Assignor pursuant to the Loan Documents shall now be delivered to the Assignee at the address set forth above.

This Assignment to be effective as of May 22, 2012, shall be governed in all respects by the laws of the state in which the aforementioned instruments were recorded and shall be binding upon and shall inure to the benefit of the parties named herein and their respective successors and assigns.

UNOFFICIAL COPY

Schedule 1

(1730 East Higgins Road, Schaumburg, Cook County, Illinois)

FEE MORTGAGE AND SECURITY AGREEMENT, together with any and all addenda, riders, exhibits, supplements, amendments, schedules and attachments thereto (the "Security Instrument") among BRE/LQ PROPERTIES L.L.C., a Delaware limited liability company (the "Borrower") and BRE/LQ OPERATING LESSEE INC., a Delaware corporation, ("Operating Lessee"; Borrower and Operating Lessee sometimes therein, collectively, "Mortgagor"), to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation ("Mortgagee"), and nominee of MERRILL LYNCH BANK USA, a Utah industrial bank, having an address at Four World Financial Center, 16th Floor, New York, New York 10080, MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation, having an address at Four World Financial Center, 16th Floor, New York, New York 10080, UBS REAL ESTATE SECURITIES INC., a Delaware corporation, having an address at 1285 Avenue of the Americas, New York, New York 10019, and BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255 (collectively, with their respective successors and/or assigns, "Lender"), dated July 6, 2007, and recorded August 22, 2007, as Document #0723418080, among the Recorder of Deeds of Cook County, Illinois, which said Security Instrument secures the payment of a Promissory Note, dated July 6, 2007, in the original principal amount of Two Billion Four Hundred Million and No 100 Dollars (\$2,400,000,000.00) made by the Borrower, payable to the order of Lender, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

UNOFFICIAL COPY

EXHIBIT A

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Schaumburg, IL (#562)

EXHIBIT A

PARCEL 1:

LOTS 1 AND 2 IN JUDITH JOHNSON SIXTH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN JUDITH JOHNSON FIFTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1981 AS DOCUMENT 25835316, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO KIMBERLY DRIVE OVER, ALONG AND ACROSS THE WEST 13.5 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION, AFORESAID, AND THE EAST 13.5 FEET OF LOT 1 IN JUDITH JOHNSON FOURTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, AFORESAID, AS CREATED BY PLAT OF JUDITH JOHNSON FOURTH RESUBDIVISION RECORDED AS DOCUMENT 24804010 AND BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC., RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO MARTINGALE ROAD OVER, ALONG AND ACROSS THE SOUTH 30 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AFORESAID RECORDED AS DOCUMENT 25835316, AS SET FORTH ON THE PLAT OF JUDITH JOHNSON FIFTH RESUBDIVISION RECORDED AS DOCUMENT 24804011 AND AS RESERVED IN THE EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED APRIL 29, 1981 AS DOCUMENT 25853695 AND DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC., RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

Being and intended to be the same premises transferred to the grantor by deed recorded in document #25853689.

Property Address: 1730 East Higgins Road, Schaumburg, IL

P.I.N.: 07-13-408-009-000