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Doc#: 1231829036 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/13/2012 10:54 AM Pg: 1 of 6

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC

(Assignor)

to

LIBERTY ISLAND GROUP I LLC

(Assignee)

Dated effective as of November 9, 2012

County of Cook (the "County")

State of Illinois (the "State")

Record and Return to:

Prudential Asset Resources, Inc.
2100 Ross Avenue, Suite 2500
Dallas, TX 75201
Attn: Document Management

(Prudential Loan No. 520000038)

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C.T.I.C. 8894179 KARSA

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, whose address is 100 Mulberry Street, GC4, Ninth Floor, Newark, New Jersey 07102-4069 (the "Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to LIBERTY ISLAND GROUP I LLC, a Delaware limited liability company, whose address is 767 Fifth Avenue, New York, New York 10153 ("Assignee"), its successors and assigns, without recourse, representation, or warranty except as expressly set forth in that certain Master Loan Purchase Agreement dated as of July 7, 2011, between Assignor and Liberty Island Group LLC (formerly known as Liberty Island Capital LLC), the direct parent of Assignee, all right, title and interest of Assignor in and to an ASSIGNMENT OF LEASES AND RENTS given by LEMONT VILLAGE SQUARE, LLC, an Illinois limited liability company (the "Mortgagor") to Assignor, dated as of November 9, 2012 (the "Closing Date") and recorded on _____, 2012 in the Real Estate Records of the County, as Document No. _____, securing the payment of a certain Promissory Note dated as of the Closing Date in the original principal amount of EIGHT MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,900,000.00) made by the Mortgagor payable to the order of Assignor, and creating a first lien on the property described in Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER WITH any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and Assignor hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee; and

TOGETHER WITH any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the date reflected below, but effective as of the date first written above.

Date: _____, 2012

PRUDENTIAL MORTGAGE CAPITAL
COMPANY, LLC, a Delaware limited liability
company

By: _____

Name: Kirk Schaffer
Title: Vice President

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[signature page to Lemont Assignment of Assignment of Leases and Rents]

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STATE OF CALIFORNIA }
 } ss.
COUNTY OF SAN FRANCISCO }

On September 13, 2012, before me, CATHRYN WILLIAMS, Notary Public, personally appeared KIRK SCHAFFER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cathryn Williams (seal)



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EXHIBIT A

(Legal Description)

PARCEL 1:

THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE WEST 50.29 METERS (165 FEET) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

AND ALSO EXCEPT THE FOLLOWING DESCRIBED LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED MAY 2, 2011 AND RECORDED MAY 18, 2011 AS DOCUMENT NUMBER 1113818053:

THE NORTH 50 FEET OF THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063.

PARCEL 2:

THE SOUTH 123.72 FEET OF THE WEST 208.70 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE SOUTH 100 FEET OF THE WEST 225 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 2, 4, 5 AND 6 FALLING WITHIN, TAKEN OR USED FOR STATE STREET.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID, AS CREATED BY THE EASEMENT RECORDED DECEMBER 30, 2004 AS DOCUMENT NUMBER 0436518095, AS AMENDED AND RESTATED BY AGREEMENT RECORDED JULY 11, 2006 AS DOCUMENT NUMBER 0619256131 OVER THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND AS DESCRIBED IN SAID INSTRUMENT:

LOT 1 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.