



Doc#: 1303701050 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2013 10:30 AM Pg: 1 of 7

Prepared by and after
recording return to:

Greenberg Traurig, P.A.
333 Avenue of the Americas
Miami, FL 33131
Attn: Richard J. Giusto, Esq.

LAHRES # 84-26-596.21

(Space above this line for Recorder's use)

MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

This MORTGAGE AND LOAN DOCUMENT ASSIGNMENT dated December 27, 2012 (this "Assignment") between SMA PORTFOLIO OWNER LLC, a Delaware limited liability company, having an address at c/o Square Mile Capital Management LLC, 450 Park Avenue, New York, NY 10022, Attn: Joseph D. D'Angelo ("Assignor"), and SMA ISSUER I LLC, a Delaware limited liability company, having an address at c/o Square Mile Capital Management LLC, 450 Park Avenue, New York, NY 10022, Attn: Joseph D. D'Angelo (together with its successors and assigns, "Assignee").

This Assignment is being executed and delivered in connection with that certain Contribution and Sale Agreement dated on or about the date hereof by and between (i) Assignor, (ii) SMA Investors II LLC, a Delaware limited liability company, (iii) Assignee and (iv) SMA Issuer II LLC, a Delaware limited liability company (the "Contribution Agreement"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby, through its duly appointed and authorized officers and/or representatives, sell, transfer, assign, deliver, set over and convey to Assignee the following:

1. That certain Promissory Note dated February 15, 2008 executed by PTX IV, LLC, a Delaware limited liability company, and PIL IV, LLC, a Delaware limited liability company (collectively, "Borrower"), in favor of Bank of America, N.A., a national banking association ("Original Lender"), evidencing a loan (the "Loan") in the original principal amount of \$35,051,755.00 (as the same has been assigned, amended, supplemented, amended and restated or otherwise modified from time to time, the "Note");

2. That certain Construction Mortgage, Security Agreement and Fixture Filing dated as of February 15, 2008, executed by PIL IV, LLC, a Delaware limited liability company, as mortgagor, for the benefit of Original Lender, and recorded as Document No. 0805109045 of the Official Records of Cook County, Illinois (as the same has been assigned, amended,

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supplemented, amended and restated or otherwise modified from time to time, the "Mortgage") encumbering that certain real property more particularly described at Exhibit A attached hereto; and

3. All other documents and instruments evidencing, securing or otherwise related to the Loan, but excluding the Excluded Documents (together with the Note and the Mortgage and as the same have been assigned, amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Documents").

TO HAVE AND TO HOLD unto Assignee, forever, the Loan Documents, together with all and singular the rights, titles, interests, privileges, liens, entitlements, claims, demands and equities as to which the Assignor hereunder possesses or to which the Assignor is otherwise entitled in connection therewith, except with respect to Assignor's continuing rights under any environmental indemnity agreement.

Assignee hereby assumes all obligations of Assignor under all of the Loan Documents, including, without limitation the Note and the Mortgage, accruing from and after the date hereof.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long as any representation or warranty specifically set forth in the Contribution Agreement survives the Closing Date. The Loan Documents are being assigned by Assignor and assumed by Assignee "AS-IS". Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in the Contribution Agreement.

This Assignment may be executed in a number of multiple identical counterparts which, when taken together, shall constitute collectively one Assignment, but in making proof of this Assignment it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

[The remainder of this page intentionally left blank. Signature page to follow.]


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IN WITNESS WHEREOF, this Mortgage and Loan Document Assignment has been executed as of the date set forth above.

ASSIGNOR:

SMA PORTFOLIO OWNER LLC, a Delaware limited liability company

By: **IMRF LOAN PORTFOLIO MANAGER LLC**, a Delaware limited liability company, its Manager

By: 
Name: RON RAGSDALE *AM*
Title: VICE PRESIDENT

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STATE OF Texas)
) ss.
COUNTY OF Dallas)

I, Carol A. Browning, a Notary Public in and for said County and State, do hereby certify that Ron Ragsdale, personally known to me to be the same person who name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the purposes set forth therein.

Given under my hand and official seal this 18th day of December, 2012

My commission expires: 12.28.2013



Carol A. Browning
Notary Public

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ASSIGNEE:

SMA ISSUER I LLC, a Delaware limited liability company

By: **IMRF LOAN PORTFOLIO MANAGER LLC**, a Delaware limited liability company, its Manager

By: 
Name: RON RAGSDALE *am*
Title: VICE PRESIDENT

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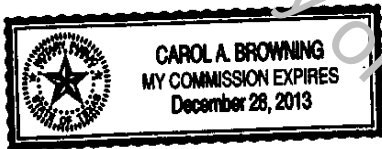
STATE OF Illinois)
COUNTY OF DAVENS) ss.

Carol A. Browning

I, _____, a Notary Public in and for said County and State, do hereby certify that Ron Ragsdale, personally known to me to be the same person who name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the purposes set forth therein.

Given under my hand and official seal this 18th day of December, 2012.

My commission expires: 12.28.2013.



Carol A. Browning
Notary Public

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EXHIBIT A

Legal Description

LOT 2 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1987 AS DOCUMENT 87433382, IN COOK COUNTY, ILLINOIS.

08-21-202-072-0000

k.A. 121 NORTHWEST POINT BLVD.,
ELK GROVE VILLAGE, IL.

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