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Recording Requested By, and
When Recorded, Return to:

Matt Darrah
Zodiac Title Services LLC
300 Broadhollow Road, Suite 100W
Melville, New York 11747

This Instrument Prepared by:

Stephen R. Voelker, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, TX 75201



Doc#: 1317544018 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/24/2013 11:53 AM Pg: 1 of 13

Z#101637

ASSIGNMENT OF RIGHT TO BID AT FORECLOSURE SALE AND
ASSIGNMENT OF JUDGMENT OF FORECLOSURE AND SALE

This Assignment of Right to Bid at Foreclosure Sale and Assignment of Judgment of Foreclosure and Sale (this "Assignment"), effective as of the 20th day of June, 2013, is by and between U.S. Bank National Association, as Trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1 ("**Assignor**"), whose address is c/o C-III Asset Management LLC, Attn: Laya Thorp, 5221 North O'Connor Blvd., Suite 600, Irving, TX 75039, and Atrium Mall LLC, a Delaware limited liability company ("**Assignee**"), whose address is Two Jericho Plaza, Wing A, Suite 111, Jericho, New York 11753, Attn: John Alba.

WHEREAS, U.S. Bank National Association, as Trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1, has filed a Verified Complaint for Foreclosure of Leasehold Mortgage and For Other Relief in the Circuit Court of Cook County, Illinois, in the County Department, Chancery Division, which case is entitled *U.S. Bank National Association, as Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1 v. State Building Venture, an Illinois limited partnership; Westminster Partners Corp., an Illinois corporation; The Charles W. Palmer Corporation, an Illinois corporation; TPG Realty Company, an Illinois corporation; Charles W. Palmer; Erik Moskowitz; Unknown Owners; and Nonrecord Claimants*, and assigned case

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number 12 CH 00649, to foreclose a mortgage on real property located in Cook County, Illinois and legally described in Exhibit "A" attached hereto and the personal property associated therewith (the "Foreclosure Action"); and

WHEREAS on or about February 27, 2013, the Court entered a Judgment of Foreclosure and Sale in favor of Trustee. A copy of the Judgment of Foreclosure and Sale is attached hereto as Exhibit "B"; and

WHEREAS the Judgment of Foreclosure and Sale entitles Assignor to foreclose the equity of redemption of the named Defendant in the Foreclosure Action and to foreclose all right, title and lien which such Defendant and all those claiming by, through or under the Defendant has or had in the mortgaged property (the "Foreclosure Sale"); and

WHEREAS Assignor desires to assign to Assignee its right, title and interest in and to the Judgment of Foreclosure and Sale, and its right to bid at the Foreclosure Sale, including, without limitation Assignor's right to credit bid at the Foreclosure Sale against the amounts owed as described in the Judgment of Foreclosure and Sale, and Assignee desires to assume such right, title and interest;

NOW THEREFORE for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor does hereby assign, convey, sell and transfer all the right, title and interest of Assignor in and to the following documents (collectively, the "Assigned Documents"):

1. Judgment of Foreclosure and Sale in favor of Assignor entered on or about February 27, 2013, the right to bid at the Foreclosure Sale, including, without limitation Assignor's right to credit bid against the amounts owed as described in the Judgment of Foreclosure and Sale at the Foreclosure Sale, and all related rights Assignor has in the Foreclosure Action.

It is the intention of the parties herein that by virtue of this Assignment, Assignee will become the owner of the Judgment of Foreclosure and Sale and all of Assignor's rights, title and interest incident thereto.

Assignee understands that this Assignment is without recourse to Assignor, and is without representation or warranty of any kind whatsoever, except Assignor warrants that it has not previously sold, transferred, encumbered or assigned the Assigned Documents, has full right, title and authority to make this assignment and is the owner and holder of the Assigned Documents. Assignee understands that it will be responsible for the documentary stamp taxes required to be paid in conjunction with the issuance of the Certificate of Title to it, if any, and any and all other expenses of the Foreclosure Sale or Foreclosure Action incurred from and after the effective date hereof.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Right to Bid at Foreclosure Sale and Assignment of Judgment of Foreclosure and Sale to be effective as of the date first above written.

ASSIGNOR:

U.S. Bank National Association, as Trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1

By: C III Asset Management LLC, a Delaware limited liability company, as successor to ORIX Real Estate Capital Markets, LLC, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated as of May 1, 2000

Witness:

Name: Trey Conclenne

Name: Thomas W. Snyder

By: Laura Thorp (SEAL)
Name: Laura Thorp
Title: Servicing Officer

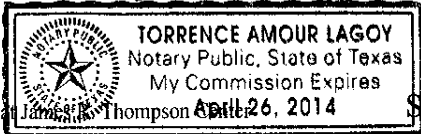
STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared LAURA THORP, Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company, as successor to ORIX Real Estate Capital Markets, LLC, in its capacity as Special Servicer of U.S. Bank National Association, as Trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1, pursuant to that certain Pooling and Servicing Agreement dated as of May 1, 2000, who acknowledged to me that he/she signed this instrument on behalf of said entity.

WITNESS MY HAND AND OFFICIAL SEAL this 17th day of June, 2013.

Torrence Amour Lagoy
Notary Public

My Commission Expires: 4-26-14

[SEAL] 
Atrium Mall at James K. Thompson Apt 26, 2014
6069910v.2 51270-140

Signature Page

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Exhibit "A"
to Assignment of Judgment

Mortgaged Property

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND (COMPRISED OF PARCEL 1 AND PARCEL 2) AS DESCRIBED IN "EXHIBIT A" ATTACHED TO THE MEMORANDUM OF LEASE RECORDED APRIL 9, 1984 AS DOCUMENT 27037576, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MEMORANDUM OF LEASE DATED JANUARY 31, 2000 AND RECORDED AS DOCUMENT ~~80082308~~ ²⁷¹⁷⁹⁰

PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LA SALLE STREET), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE VACATED WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS:

17-09-434-020-8001, 17-09-434-020-8003, 17-09-434-020-8005, 17-09-434-020-8012, 17-09-434-020-8013, 17-09-434-020-8023, 17-09-434-020-8027, 17-09-434-020-8033, 17-09-434-020-8034, 17-09-434-020-8038, 17-09-434-020-8041, 17-09-434-020-8044, 17-09-434-020-8049, 17-09-434-020-8052, 17-09-434-020-8053, 17-09-434-020-8056, 17-09-434-020-8058, 17-09-434-020-8059, 17-09-434-020-8060, 17-09-434-020-8061, 17-09-434-020-8062, 17-09-434-020-8063, 17-09-434-020-8064, 17-09-434-020-8065, 17-09-434-020-8066, 17-09-434-020-8067, 17-09-434-020-8068, 17-09-434-020-8069, 17-09-434-020-8070, 17-09-434-020-8071, 17-09-434-020-8072, 17-09-434-020-8073, 17-09-434-020-8074, 17-09-434-020-8075, 17-09-434-020-8076, 17-09-434-020-8077, 17-09-434-020-8078, 17-09-434-020-8079, 17-09-434-020-8080, 17-09-434-020-8081, 17-09-434-020-8082, 17-09-434-020-8083, 17-09-434-020-8084, 17-09-434-020-8085, 17-09-434-021-0000, 17-09-434-022-0000, 17-09-434-023-0000

COMMONLY KNOWN AS 100 W. RANDOLPH, CHICAGO, IL. 60601

Property Address: 100 W. Randolph Street, Chicago, IL

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Exhibit "B"
To
Assignment of Judgment

Judgment of Foreclosure and Sale

[attached]

Property of Cook County Clerk's Office

Exhibit B to EXHIBIT "G" – Page 1

UNOFFICIAL COPY**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

U.S. Bank National Association, as Trustee for the
Registered Holders of First Union National Bank
Commercial Mortgage Trust, Commercial Mortgage Pass-
Through Certificates, Series 2000-C1,

Plaintiff,

State Building Venture, an Illinois limited partnership;
Westminster Partners Corp., an Illinois corporation; The
Charles W. Palmer Corporation, an Illinois corporation;
TPG Realty Company, an Illinois corporation; Charles W.
Palmer; Erik Moskowitz; Unknown Owners; and
Nonrecord Claimants,

Defendants.

NO. 12 CH 00649

Calendar 61

Property Address: 100 W.
Randolph
Chicago IL 60601

JUDGMENT OF FORECLOSURE AND SALE

This cause having come before the Court on Plaintiff's Motion for Default Judgment and Plaintiff's Motion for Summary Judgment on Counts I-III of its Verified Complaint for Foreclosure (the "Motions"), Plaintiff U.S. Bank National Association, as Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1 ("Plaintiff"), by its attorneys, Perkins Coie LLP, having submitted to the jurisdiction of this Court and Defendants State Building Venture ("Borrower"), Westminster Partners Corp., The Charles W. Palmer Corporation, TPG Realty Company ("Manager"), Charles W. Palmer, Erik Moskowitz, Unknown Owners; and Nonrecord Claimants (collectively "Defendants") being subject to the jurisdiction of this Court, the Court, being fully advised in the premises, having granted the Motions by order of January 24, 2012, together with the evidence submitted to this Court on the issues in this cause finds:

1. On January 9, 2012, Plaintiff filed its Verified Complaint for Foreclosure of Leasehold Mortgage and For Other Relief (the "Complaint").
2. Borrower, Westminster Partners Corp., The Charles W. Palmer Corporation, Charles W. Palmer, and Erik Moskowitz filed Defendants State Building Venture, Westminster Partners Corp., The Charles W. Palmer Corporation, Charles W. Palmer and Erik Moskowitz's Answer to Verified Complaint for Foreclosure of Leasehold Mortgage and Other Relief (the "Borrower Answer") on April 5, 2012. The Borrower Answer was verified by certification pursuant to 735 ILCS 5/1-109.
3. Manager filed the Answer of Defendant TPG Realty Company to Verified Complaint for Foreclosure of Leasehold Mortgage and Other Relief (the "Manager Answer") on

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April 10, 2012. The Manager Answer was verified by certification pursuant to 735 ILCS 5/1-109.

4. Defendants Unknown Owners and Nonrecord Claimants were served by publication on January 24, 2012.

5. Defendants Unknown Owners and Nonrecord Claimants were required to file their answer or other response to the Complaint on or before February 23, 2012, but did not do so.

6. The equities in this case are with Plaintiff and because the material allegations of Plaintiff's Complaint have been proved, the Plaintiff is entitled to the relief sought and prayed for in the Complaint.

7. On January 9, 2012 Borrower was, and is until this date, the owner of the following described premises, to wit:

Legal Description:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND (COMPRISED OF PARCEL 1 AND PARCEL 2) AS DESCRIBED IN "EXHIBIT A" ATTACHED TO THE MEMORANDUM OF LEASE RECORDED APRIL 9, 1984 AS DOCUMENT 27037576, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MEMORANDUM OF LEASE DATED JANUARY 31, 2000 AND RECORDED FEBRUARY 1, 2000 AS DOCUMENT 00082308:

PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF TAKEN FOR WIDENING NORTH LA SALLE STREET), IN COOK COUNTY, ILLINOIS.

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PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LA SALLE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Identification Number:

17-09-434-020-8006; 17-09-434-020-8023; 17-09-434-020-8027;
 17-09-434-020-8033; 17-09-434-020-8038; 17-09-434-020-8044;
 17-09-434-020-8049; 17-09-434-020-8052; 17-09-434-020-8058;
 17-09-434-020-8062; 17-09-434-020-8063; 17-09-434-020-8064;
 17-09-434-020-8065; 17-09-434-020-8067; 17-09-434-020-8068;
 17-09-434-020-8070; 17-09-434-020-8071; 17-09-434-020-8072;
 17-09-434-020-8073; 17-09-434-020-8074; 17-09-434-020-8076;
 17-09-434-020-8077; 17-09-434-020-8078; 17-09-434-020-8079;
 17-09-434-020-8080; 17-09-434-020-8084; 17-09-434-020-8086;
 17-09-434-020-8087; 17-09-434-020-8093; 17-09-434-020-8094;
 17-09-434-020-8095; 17-09-434-020-8096; 17-09-434-020-8097;
 17-09-434-020-8098; 17-09-434-020-8101; 17-09-434-020-8102;
 17-09-434-020-8103; 17-09-434-020-8104; 17-09-434-020-8105;
 17-09-434-020-8106; 17-09-434-020-8107; 17-09-434-020-8108;
 17-09-434-020-8109; 17-09-434-020-8110; 17-09-434-020-8111.

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Common Address:

100 W. Randolph, Chicago, Illinois 60601.

together with all additional land; easements; improvements; fixtures and personal property; leases and rents; insurance proceeds; condemnation awards; tax certiorari; proceeds of conversion; agreements; intangibles; and other rights as described in the Mortgage (collectively, the "Property").

8. That on January 31, 2000, First Union National Bank ("Original Mortgagee") made a loan to Borrower in the principal amount of \$11,500,000.00 (the "Loan") evidenced by that certain Promissory Note, dated January 31, 2000 (the "Note").

9. That pursuant to that certain Leasehold Mortgage and Security Agreement, dated January 31, 2000 (the "Mortgage"), and recorded in the official records of the Cook County, Illinois Recorder's Office (the "Official Records") as Document No. 00082309, the loan was secured by the Property.

10. Original Mortgagee assigned the Mortgage and the Assignment of Leases and Rents to Norwest Bank Minnesota, National Association as Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2000-C1 ("Norwest") via that certain Assignment of Leasehold Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents, dated May 11, 2000 and recorded on September 25, 2000 with the Recorder of Deeds in Cook County, Illinois as Document No. 00744895 ("Assignment of Mortgage"). Original Mortgagee assigned the other Loan Documents to Norwest via that certain Assignment of Note and Ancillary Security Documents dated July 13, 2000 ("Omnibus Assignment"). Original Mortgagee indorsed the Note to Norwest via that certain Allonge.

11. Norwest merged with Wells Fargo Bank, N.A.

12. Wells Fargo Bank, N.A. as successor by merger to Norwest assigned the Mortgage and the Assignment of Leases and Rents to Plaintiff via that certain Assignment of Leasehold Mortgage and Security Agreement and Assignment of Assignment of Leases and

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Rents, dated January 1, 2009 and recorded on April 17, 2009 with the Recorder of Deeds in Cook County, Illinois as Document No. 0910715014 ("Subsequent Assignment of Mortgage"). Wells Fargo Bank, N.A. as successor by merger to Norwest assigned the other Loan Documents to Plaintiff via that certain Omnibus Assignment effective as of January 1, 2009 ("Subsequent Omnibus Assignment"). Wells Fargo Bank, N.A. as successor by merger to Norwest indorsed the Note to Plaintiff via that certain Allonge.

13. Plaintiff is the holder of the Note, mortgagee under the Mortgage and owner of the Loan and the related Loan Documents.

14. Borrower failed to pay certain amounts as they came due under the Note, and for that and other reasons, Borrower is in default under the Loan Documents.

15. Pursuant to the Loan Documents there is now due and owing the Plaintiff from Borrower the principal sum of \$10,650,440.67 plus interest and other fees.

16. The rights and interest of the Borrower, Manager, Westminster Partners Corp., The Charles W. Palmer Corporation, Charles W. Palmer, and Erik Moskowitz are subject, subordinate and inferior to the liens of Plaintiff on the Property.

17. As set forth above and demonstrated by affidavit, Borrower is indebted to the Plaintiff in the total sum of at least \$12,681,997.22.

18. Pursuant to Section 3.2 of the Note, Borrower has voluntarily and knowingly waived all rights to reinstatement and redemption.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. That Unknown Owners and Nonrecord Claimants are in default and that default is entered of record;

B. That, pursuant to 735 ILCS 5/2-1005 and 15-1506, Plaintiff is entitled to summary judgment over all defendants and a judgment of foreclosure and sale on Counts I-III of the Verified Amended Complaint for Foreclosure and all affirmative defenses;

C. That the Plaintiff has a lien on the described Property for the amounts found to be due from Borrower together with interest thereon, as aforesaid, which lien is senior in all respects to all other interests in the Property.

D. That the Property, as improved, be sold at public auction for cash to the highest bidder, in Chicago, by the Sheriff of Cook County, at such time as he shall prescribe; provided, however, that the Sheriff of Cook County may conduct such public auction at a later date to the extent Plaintiff agrees, in its sole discretion, to such later date in writing.

E. That the Sheriff of Cook County:

1. shall execute on this Judgment of Foreclosure and Sale; shall give public notice of the time, place, and terms of the sale, with the Plaintiff or any of

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the parties to this cause allowed to become the purchaser or purchasers at the sale; and may at his discretion, for good cause, continue the sale from time to time, by public proclamation without further publication of notice;

2. shall give to any purchaser a certificate of sale as required by law and shall cause a duplicate of such certificate to be recorded in the proper office;
3. shall retain, out of the proceeds of sale, his fees, disbursements, and commissions relating to the sale and see that all unpaid costs are paid to the persons entitled to receive them and then shall pay to the Plaintiff or to Perkins Coie LLP, the Plaintiff's attorney of record, the amount due Plaintiff under this Judgment of Foreclosure and Sale, with interest as aforesaid, and all taxable costs advanced by the Plaintiff, if the remainder of proceeds be sufficient; if not sufficient, he shall apply the remainder in satisfaction of the amount due Plaintiff as far as it will reach and report the deficiency; and if there is a surplus after payment to Plaintiff in full, he shall deposit it with the Clerk of the Circuit Court of Cook County subject to further order of the Court; and
4. shall file a Report of Sale and Distribution and Plaintiff shall obtain confirmation hereof by order of Court.

F. That the notice of sale shall be published at least 3 consecutive calendar weeks (Sunday through Saturday), once in each week, the first such notice to be published not more than 45 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale, by:

1. advertisements in a newspaper circulated to the general public in the county in which the real estate is located, in the section of that newspaper where legal notices are commonly placed; and
2. separate advertisements in the section of such a newspaper, which may not be the same newspaper used for section (A), in which real estate other than real estate being sold as part of legal proceedings is commonly advertised to the general public, there being no requirement for the second advertisement to include a legal description; and
3. such other publications as may be further ordered by the Court.

G. That all rights to reinstatement and redemption having been waived, reinstatement and a redemption period are denied.

H. That the Sheriff of Cook County or the Sheriff's successor in office, upon production of any certificate of sale as aforesaid by the purchaser or purchasers or his, her, its, or their heirs, successors, or assigns, shall execute to the legal holder or holders thereof a deed of conveyance and/or an assignment of the Property and/or any instrument necessary to convey the Property in the certificate described.

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I. That the Defendants in this action and all persons claiming by, through or under them shall be forever barred and foreclosed from any right to redeem and from any right, title, interest, claim or lien in and to the Property.

J. That upon the execution and delivery of the deed(s) and/or assignment(s) and/or instrument(s) as aforesaid, the grantee(s) or assignee(s) or his, her, its, or their heirs, successors, or assigns be let into possession of the portion of the Property so conveyed, and that any of the parties of this cause who may be in possession of the Property, or any part thereof, and any person who since the commencement of this suit shall have come into possession under them, shall, upon production of the Sheriff's Deed and/ or assignment and the service of a certified copy of this Judgment, surrender possession thereof to the grantee(s) or assignee(s) or his, her, its, or their heirs, successors, or assigns; and in default of so doing that an order of assistance may issue in accordance with the practice of this Court.

K. That in the event Plaintiff is a bidder and/or purchaser of the Property at the public auction sale, Plaintiff may bid in lieu of cash and offset against the purchase price of the Property the amounts due to it under this Judgment of Foreclosure and Sale and the order confirming the sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court expressly finds that this is a final order and there is no just reason to delay enforcement or appeal of this order.

Dated this _____ day of _____

2012

Judge Michael F. Otto
 FEB 27 2013
 Circuit Court - 2063

ENTER: *[Signature]*
 JUDGE

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