

Prepared by and to be
Recorded and Returned to:
Seyfarth Shaw LLP
620 Eighth Avenue
New York, NY 10018
Attn: Daniel J. Evans, Esq.

Permanent Tax Index Numbers
and Address: See Exhibit A

NCS-66138
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**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC

(Assignor)

to

LIBERTY ISLAND GROUP I LLC

(Assignee)

Dated effective as of October 3, 2013

County of Cook (the "County")

State of Illinois (the "State")

(Prudential Loan No. 520000127)

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ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, whose address is 100 Mulberry Street, GC4, Ninth Floor, Newark, New Jersey 07102-4069 ("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 a MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING given by JEFFREY PLAZA INVESTORS, LLC, a Delaware limited liability company (the "Mortgagor") to Assignor, dated as of October 3, 2013 (the "Closing Date") and recorded on October 7th 2013 in the Real Estate Records of Cook County, in Book _____, Page _____, as Instrument No. 1328016019, securing the payment of a certain Promissory Note dated as of the Closing Date in the original principal amount of THIRTEEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$13,500,000.00) 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: _____, 2013

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

By: _____

Name: Kirk Schaffer

Title: Vice President

Property of Cook County Clerk's Office

[signature page to Jeffrey Plaza Assignment of Mortgage]

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

On August 5, 2013, 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)

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1: THE WEST 74.14 FEET OF LOT 7, LOTS 8 AND 9 (EXCEPT THE NORTH 22 FEET OF SAID LOTS 7, 8 AND 9); THE NORTH 67 FEET AND THE SOUTH 100 FEET OF LOT 11, LOTS 12, 13 AND 16 (EXCEPT THE EAST 32 FEET THEREOF) AND (EXCEPT THE WEST 7.67 FEET OF SAID LOT 16), ALL IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 11 TO 20, BOTH INCLUSIVE, (EXCEPT THE NORTH 22 FEET OF LOTS 11 AND 16), IN CARL LUNDAHL'S RESUBDIVISION OF LOTS 5 AND 6 AND LOT 7 (EXCEPT THE WEST 74.14 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 8 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 11 TO 15 AFORESAID, AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING LOTS 11 TO 15, LYING WEST OF AND ADJOINING LOTS 16 TO 20, LYING NORTH OF A LINE EXTENDED FROM THE SOUTHEAST CORNER OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 20, AND LYING SOUTH OF A LINE EXTENDED FROM A POINT ON THE EAST LINE OF SAID LOT 11, 22 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, TO A POINT ON THE WEST LINE OF SAID LOT 16, 22 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 1 TO 7, BOTH INCLUSIVE, IN E.T. HENDER'S RESUBDIVISION OF LOTS 14, 15 AND THE WEST 7.67 FEET OF LOT 16 IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED 16 FOOT WIDE NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 5, AFORESAID AND ALL OF VACATED CLYDE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 TO 5 AND LYING SOUTH OF THE NORTH LINE OF LOT 5 EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT 1 EXTENDED EAST, IN COOK COUNTY, ILLINOIS.

PARCEL 4: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3 TAKEN AS A TRACT, OVER, ACROSS AND UPON THE SOUTH 20 FEET OF LOT 10 IN BLOCK 2 STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND ALSO, A NON-EXCLUSIVE EASEMENT FOR

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

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PARKING PURPOSES APPURTENANT TO AND FOR THE BENEFIT OF SAID PARCELS 1, 2 AND 3, TAKEN AS A TRACT, OVER THOSE PORTIONS OF LOT 10 (EXCEPT THE NORTH 22 FEET THEREOF) IN BLOCK 2 IN STAVE AND KLEMM'S SUBDIVISION, AFORESAID, CONSTRUCTED FOR THE PURPOSE OF PARKING MOTOR VEHICLES, AS CREATED BY RECIPROCAL GRANT OF EASEMENTS AGREEMENT DATED FEBRUARY 23, 1989 AND RECORDED JUNE 29, 1989 AS DOCUMENT NO. 89298743 AND FILED JUNE 29, 1989 AS DOCUMENT LR3805916 IN COOK COUNTY, ILLINOIS.

PIN: 20-25-200-034-0000, 20-25-200-037-0000, 20-25-201-033-0000, 20-25-201-035-0000, 20-25-201-036-0000

ADDRESS: 7131 S. Jeffrey Boulevard and 2101 East 71st Street, Chicago, Illinois 60649