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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/27/2013 12:11 PM Pg: 1 of 8

**Prepared by and after
Recording return to:**
Kris E. Curran., Esq.
Ungaretti & Harris LLP
70 W. Madison St., Suite 3500
Chicago, Illinois 60602

A00121558 - DB Sals

ASSIGNMENT OF CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT WITH ASSIGNMENT OF LEASES AND RENTS (Cook County)

THIS ASSIGNMENT OF CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT WITH ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 20th day of November, 2013 by RBC Real Estate Finance Inc., a Delaware corporation ("RBC REFI"), whose address is 10375 Richmond Avenue, Suite 1010, Houston, Texas 77042, to and in favor of BMO Harris Bank N.A., a national banking association ("BMO"), whose address is 111 West Monroe Street, Suite 4 West, Chicago, IL 60603, in its capacity as Successor Agent (as defined below),

WITNESSETH:

WHEREAS, Montalbano Builders, Inc., Montalbano Homes of Arizona, Inc., Montalbano Builders of Arizona, Inc. and APM Holdings, Inc. (collectively "Borrower Parties"); RBC Bank (USA) f/k/a RBC Centura Bank ("RBC Bank"); and Royal Bank of Canada, a Canadian chartered bank ("RBC"), Franklin Bank SSB, a Texas savings bank ("Franklin") and Amcore Bank, a national banking association ("Amcore", together with RBC Bank, RBC and Franklin, the "Initial Lenders"); entered into that certain Second Amended and Restated Master Revolving Line of Credit Loan Agreement (Acquisition and Development Revolving Line of Credit, Letter of Credit Line, and Construction Line of Credit) (Syndicated), dated as of November 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the obligations of Borrower Parties under the Credit Agreement and the notes and other evidences of indebtedness given by Borrower Parties, or any of them, pursuant to the Credit Agreement, are secured by, among other things, a certain Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents made by Montalbano Builders, Inc. to RBC Bank dated

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November 7, 2005 and recorded with the Recorder of Deeds of Cook County, Illinois on December 8, 2005 as document No. 0534204006 ("Original Mortgage"), which Original Mortgage has been amended and modified, as applicable, by the instruments identified on Exhibit B attached hereto and incorporated herein by this reference (the Original Mortgage, as so amended and modified is hereinafter the "Mortgage"), and which Mortgage encumbers the real property legally described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, RBC REFI is the current record holder of the Mortgage by virtue of that certain Assignment of Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents dated August 2, 2012 and Recorded August 16, 2012 with the Recorder of Cook County, Illinois as Document 1222919117; and

WHEREAS, RBC REFI was selected as the successor to RBC Bank (the "Initial Agent" under the Credit Agreement), and as such, succeeded to all of the rights, powers and duties of the Initial Agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), including, without limitation, the Mortgage (and RBC REFI, in such capacity, is hereinafter "Existing Agent"); and

WHEREAS, the interests of the Initial Lenders under the Credit Agreement and Loan Documents have, by mesne assignments, been acquired by BMO and Southeast Loan Funding Solutions, LLC ("SELF"), who currently constitute the "Lenders" under the Credit Agreement; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement of even date herewith ("Resignation and Appointment Agreement") among Existing Agent, BMO, in its capacity as successor Agent under the Credit Agreement ("Successor Agent") and BMO and SELF, as the Lenders under the Credit Agreement, RBC REFI has agreed to resign, and has resigned, as Existing Agent under the Credit Agreement, and BMO has been selected and appointed as successor to Existing Agent under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Resignation and Appointment Agreement, RBC REFI has assigned all of its right title and interest in the Loan Documents, including, without limitation, the Mortgage, to BMO, as Successor Agent, and has agreed to execute and deliver such documents and instruments as may be necessary to be recorded and/or filed in the public records to evidence the foregoing assignment.


NOW THEREFORE, FOR VALUE RECEIVED, the undersigned, RBC REFI, individually and in its capacity as Existing Agent (hereinafter "Assignor"), DOES HEREBY ASSIGN, SET OVER, TRANSFER and CONVEY, to BMO, as Successor Agent, all of Assignor's right, title and interest in, to and under the Mortgage described and defined above

{Balance of this page intentionally blank; Signature page follows}

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IN WITNESS WHEREOF, Assignor has executed this ASSIGNMENT OF CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT WITH ASSIGNMENT OF LEASES AND RENTS as of the day and year first above written.

RBC REAL ESTATE FINANCE, INC.,
a Delaware corporation

By: 
Name: John Teem Jr
Title: President

SCHEDULE OF EXHIBITS:

- Exhibit A Legal Description
- Exhibit B Amendments, Modifications and Assignments of Original Mortgage

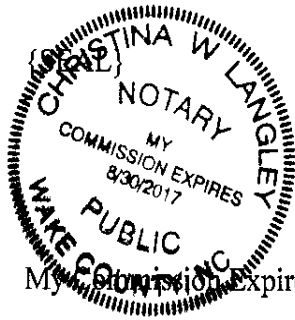
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STATE OF North Carolina)
) SS
COUNTY OF Wake)

BEFORE ME, a Notary Public in and for the said County and State, personally appeared the above named James Taylor Jr, known to me to be the President of RBC REAL ESTATE FINANCE, INC., a Delaware corporation, and acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and the voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the 17th of October, 2013.



Christina W Langley
Name: Christina W Langley
NOTARY PUBLIC IN AND FOR
Said County and State

My Commission Expires:

August 30, 2017

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EXHIBIT A

LEGAL DESCRIPTION

{SEE ATTACHED}

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

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LEGAL DESCRIPTION

PARCEL 1: LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 179, 180, 181, 182, 183, 213, 214, 215, 216, 218, 219, 220, 221, 222, 223, 224, 226, 227, 228, 229, 230, 231, 232 AND 234 IN THE POINTE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 2005 AS DOCUMENT 0509444003, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 264, 265, 266, 267, 273, 274, 275, 276 AND 277 IN THE POINTE RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 2005 AS DOCUMENT 0534934065, IN COOK COUNTY, ILLINOIS

PARCEL 3: UNIT 247-1 AND 247-4 IN THE POINTE AT GLENEAGLE TRAIL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS IN THE POINTE RESUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 2005, AS DOCUMENT 0535710066 AND AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMON ADDRESS: The Pointe at Gleneagle Trail, Matteson, Cook County, IL

PIN NOS:

31-19-401-001-0000	31-19-401-002-0000
31-19-401-003-0000	31-19-401-005-0000
31-19-401-006-0000	31-19-401-007-0000
31-19-401-008-0000	31-19-401-009-0000
31-19-401-010-0000	31-19-401-011-0000
31-19-401-013-0000	31-19-401-017-0000
31-19-401-018-0000	31-19-401-019-0000
31-19-401-020-0000	31-19-401-021-0000
31-19-402-004-0000	31-19-402-005-0000
31-19-402-006-0000	31-19-402-007-0000
31-19-402-008-0000	31-19-404-001-0000
31-19-404-002-0000	31-19-404-003-0000
31-19-404-004-0000	31-19-404-005-0000

UNOFFICIAL COPY**LEGAL DESCRIPTION (Continued)**

31-19-404-006-0000	31-19-404-007-0000
31-19-404-008-0000	31-19-404-009-0000
31-19-404-010-0000	31-19-404-011-0000
31-19-404-012-0000	31-19-405-012-0000
31-19-405-013-0000	31-19-405-014-0000
31-19-405-015-0000	31-19-405-016-0000
31-19-405-017-0000	31-19-405-018-0000
31-19-405-019-0000	31-19-405-020-0000
31-19-405-021-0000	31-19-405-022-0000
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31-19-405-025-0000	31-19-405-026-0000
31-19-405-027-0000	31-19-405-029-0000
31-19-405-030-0000	31-19-405-031-0000
31-19-405-032-0000	31-19-405-034-0000
31-19-405-035-0000	31-19-405-036-0000
31-19-405-037-0000	31-19-407-005-0000
31-19-407-006-0000	31-19-407-007-0000
31-19-407-008-0000	31-19-408-016-0000
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31-19-411-005-0000	31-19-411-006-0000
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31-19-411-009-0000	31-19-411-010-0000
31-19-411-011-0000	31-19-411-012-0000

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EXHIBIT B

Amendments and Modifications of Original Mortgage (Cook County)

(All documents listed below recorded with Recorder of Deeds of Cook County, Illinois)

1. First Modification of Loan Documents dated April 26, 2006 recorded on May 9, 2006, as Document No. 0612933066;
2. Second Modification of Loan Documents dated June 15, 2006, recorded on July 10, 2006, as Document 061933003, and re-recorded on August 11, 2006 as Document No. 0622310047;
3. Amendment to Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents recorded on August 9, 2006, as Document No. 0622144032;
4. Mortgage Spreader and Amendment to Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents recorded on September 8, 2006, as Document No. 0625129045 re-recorded on December 2, 2008, as Document No. 0833722065 and re-recorded January 14, 2009 as Document No. 0901410054;
5. Supplement to Amendment to Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents recorded on September 23, 2006, as Document No. 0626545006;
6. Mortgage Spreader and Amendment to Construction Mortgage Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents recorded on January 16, 2008, as Document No. 0801633008;
7. Second Amendment to Construction Mortgage, Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents recorded on January 16, 2008 as Document No. 0801633009.