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Doc#: 1408719090 Fee: \$70.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/28/2014 01:07 PM Pg: 1 of 8

PREPARED BY AND  
UPON RECORDATION RETURN TO:

Winstead PC  
201 North Tryon Street  
Suite 2000  
Charlotte, North Carolina 28202  
Attention: Jeffrey J. Lee, Esq.

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Location: 7701-30 S May, Chicago; 1145-49 N LeClaire Ave, Chicago; 8257 S Coles Ave, Chicago; 2826 E 76th Pl, Chicago; 817 S 19th Ave, Maywood; 6238 44 S Western Ave, Chicago; 6022 S Indiana Ave, Chicago; 1633 Harbor Ave, Calumet City; 6400 S Rockwell St, Chicago; 5956-60 W North Ave Oak Park, Chicago; Illinois

County: Cook

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 27<sup>th</sup> day of March, 2014, is by **STARWOOD MORTGAGE CAPITAL LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignor"), in favor of **STARWOOD MORTGAGE FUNDING II LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignee").

## WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of March 27, 2014, executed by PP P7 1, LLC, PP P7 2, LLC and PP P7 3, LLC, each an Illinois limited liability company (individually and collectively, as the context may require "Borrower") and made payable to the order of Assignor in the stated ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS - Signature Page

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principal amount of THIRTEEN MILLION AND NO/100 DOLLARS (\$13,000,000) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents dated as of March 27, 2014 from Borrower, as assignor, to Assignor, as assignee, and recorded on March 27, 2014 in the Real Property Records of Cook County, Illinois, as Document No. \_\_\_\_\_ (the "Assignment of Leases"). in respect of the Premises, together with the notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

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4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

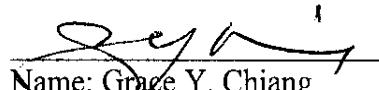
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Assignment of Leases and Rents as of the day and year first above written.

ASSIGNOR:

STARWOOD MORTGAGE CAPITAL  
LLC, a Delaware limited liability company

By:

  
Name: Grace Y. Chiang  
Title: Senior Vice President

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 39 AND 40 IN FISHER AND MILLER'S 2ND ADDITION TO WEST AUBURN, BEING A SUBDIVISION OF BLOCK 23 IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 99 FEET THEREOF) IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 20 29 417 001

#### PARCEL 3:

LOTS 1 AND 2 IN BLOCK 2 IN AVONDALE, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 19 24 211 023

#### PARCEL 4:

LOTS 25 AND 26 IN BLOCK 3 IN MILLS AND SONS' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1922 AS DOCUMENT 7549588, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 13 32 410 027

#### PARCEL 6:

THE WEST 1/2 OF LOT 14 AND ALL OF LOTS 15 AND 16 IN 2ND EAST ADDITION TO CHELTENHAM BEACH, SAID ADDITION A RESUBDIVISION OF LOTS 13, 15, 17 TO 21 BOTH INCLUSIVE AND THE NORTHERLY 10 FEET OF LOT 23 IN DIVISION NUMBER 1 OF WESTFALLS SUBDIVISION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PERMANENT INDEX NUMBER: 21 30 316 024

#### PARCEL 9:

LOTS 41 AND 42 IN BLOCK 2 IN JEROME J. DITTENHOEFER'S DIVISION STREET AND LAVERGNE AVENUE SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PERMANENT INDEX NUMBER: 16 04 402 006

#### PARCEL 10:

LOTS 22, 23 AND 24 IN BLOCK 7 IN MEEKER'S ADDITION TO HYDE PARK A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 25 FEET) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 21 31 232 022

#### PARCEL 13:

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LOTS 16, 17 AND 18 IN BLOCK 8, IN COBE AND MCKINNON'S 63RD STREET SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 19 13 431 029

**PARCEL 15:**

THE NORTH 1/2 OF LOT 5 AND THE SOUTH 11 1/2 INCHES OF LOT 4 IN BLOCK 6 IN WILSON, HEALD AND STEBBINS SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 20 15 308 011

**PARCEL 16:**

LOT 76 IN M.M. DOWN'S ADDITION TO CALUMET CITY, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 29 01 420 016

**PARCEL 17:**

LOT 25 IN BLOCK 5 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION GOLF CLUB SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 15 10 330 006

**PARCEL 17A:**

EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 17 AS GRANTED IN THE DEED RECORDED MARCH 16, 1961 AS DOCUMENT NUMBER 18110469 OVER AND ACROSS THE NORTH 5 FEET OF LOT 24 IN AFORESAID SUBDIVISION FOR THE PURPOSE OF A COMMON DRIVE.

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## Pangea 7 Zip Codes

Number	Building Address	Building Zip	PIN - Property Tax Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	7701 S May	60620	20-29-417-001-0000
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	1145-49 N LeClaire Ave	60651	16-04-402-006-0000
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	6400 S Rockwell St	60629	19-24-211-023-0000
11	6238-44 S Western Ave	60636	19-13-431-029-0000
12	1633 Harbor Ave	60409	29-01-420-016-0000
13	5956 W North Ave	60639	13-32-410-027-0000
14	2826 E 76th Pl	60649	21-30-316-024-0000
15	8257 S Coles Ave	60617	21-31-232-022-0000
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
17	6022 S Indiana Ave	60637	20-15-308-011-0000
18	817 S 19th Ave	60153	15-10-330-006-0000
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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