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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/22/2014 11:59 AM Pg: 1 of 7

PREPARED BY AND
UPON RECORDATION RETURN TO:

Seyfarth Shaw LLP
620 Eighth Avenue
New York, New York 10018
Attention: Mitchell S. Kaplan, Esq.

ASSIGNMENT OF SECURITY INSTRUMENT

by

STARWOOD MORTGAGE CAPITAL LLC,
a Delaware limited liability company,

to

STARWOOD MORTGAGE FUNDING I LLC,
a Delaware limited liability company

Dated: As of July 10, 2014

Location: 1320 Tower Road, Schaumburg, Illinois 60173

County: Cook

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ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 10th day of July, 2014, is made 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 I 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 July 10, 2014, executed by AMERICENTER OF SCHAUMBURG, L.L.C., a Michigan limited liability company ("Borrower") and AmeriCenter of Bloomfield Limited Partnership and AmeriCenter of Southfield Limited Partnership, each a Michigan limited partnership, made payable to the order of Assignor in the stated principal amount of EIGHT MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,600,000.00) (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 Security Instrument (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 Security Instrument.

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 Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 10, 2014, executed by Borrower for the benefit of Assignor, as lender, and recorded on 7-22-, 2014 in the Real Property Records of Cook County, Illinois, as Document No. * (the "Security Instrument"), in respect of the Premises. *1420317060

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 Security Instrument required to be observed or performed by Assignor thereunder.

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3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is 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 Security Instrument 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.

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.

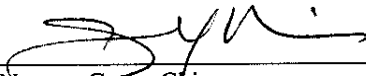
[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

STARWOOD MORTGAGE CAPITAL LLC,
a Delaware limited liability company

By: 
Name: Grace Chiang
Title: Senior Vice President

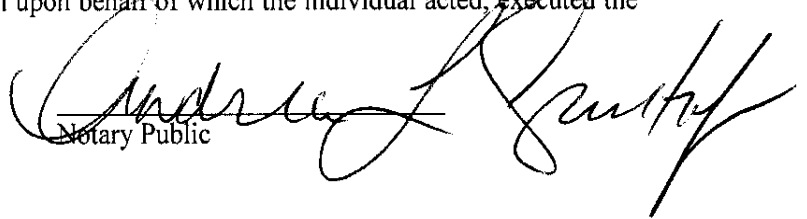
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[signature page to AmeriCenters Portfolio 3 - Schaumburg - Assignment of Security Instrument]

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STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 3rd day of July, 2014 before me, the undersigned, personally appeared Grace Chiang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ANDREA L. SANTIAGO
Notary Public State of New York
No. 01SA622300
Qualified in Westchester County
Commission Expires June 7, 2014

2017

Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION

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

LOT 9 IN SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 2, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1966 AS DOCUMENT 19834843,

(EXCEPT THAT PART DESCRIBED AS FOLLOWS):

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 349.74 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 08 MINUTES 44 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 8.00 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS EAST, A DISTANCE OF 280.05 FEET; THENCE NORTH 45 DEGREES 29 MINUTES 29 SECONDS EAST, A DISTANCE OF 42.79 FEET TO A POINT ON A LINE THAT IS 40.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 9; THENCE NORTH 00 DEGREES 59 MINUTES 34 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 85.00 FEET; THENCE NORTH 24 DEGREES 47 MINUTES 18 SECONDS EAST, A DISTANCE OF 99.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00 DEGREES 59 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 220.02 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THAT PART OF LOT 9 IN SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 2, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 9, THENCE NORTH 00 DEGREES 12 MINUTES 45 SECONDS EAST ALONG THE WEST LINE THEREOF 8.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE 212.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89 DEGREES 59 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 352.73 FEET TO THE NORTHEAST CORNER THEREOF;

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THENCE SOUTH 24 DEGREES 47 MINUTES 18 SECONDS WEST 99.14 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 34 SECONDS WEST ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 9 FOR A DISTANCE OF 85.0 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES 29 SECONDS WEST 42.79 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 04 SECONDS WEST 280.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 1320 Tower Road, Schaumburg, Illinois 60173
Tax Parcel ID: 07-12-302-001-00000