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Doc#: 1436042097 Fee: \$64.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/26/2014 11:18 AM Pg: 1 of 7

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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: 234 E 109th St, Chicago; 11250-56 S Indiana Ave, Chicago; 2900 E 91st St, Chicago;  
7801-11 S Yates Blvd, Chicago; 4301 W Potomac Ave, Chicago; 8308 S Ingleside Ave,  
Chicago; 8312 S Ingleside Ave, Chicago; and 9400 S Laflin St; Chicago, Illinois

County: Cook

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 12<sup>th</sup> day of December, 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 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 the certain Promissory Note dated as of December 12, 2014, executed by PP P10 2, LLC, PP P10 3, LLC, and PP P10 4, LLC and PP P10 5, 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 principal amount of NINETEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$19,500,000) (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

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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 December 12, 2014, from Borrower, as assignor, to Assignor, as assignee, and recorded on ~~12/26~~ 12/26, 2014 in the Real Property Records of Cook County, Illinois, as Document No. 01436042094 (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.

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.

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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 Chiang

Title: Senior Vice President

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EXHIBIT A  
Legal Description

## PARCEL 9:

LOT 2837 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 7 A SUBDIVISION OF THE WEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1917 AS DOCUMENT 6147297 IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 25 15 313 028 0000

*234<sup>-36</sup> E 109th St Chicago 60628*

## PARCEL 10:

LOTS 9, 10, AND 11 IN BLOCK 1 IN DYK'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF LOT 2 IN ASSESSORS DIVISION OF THE WEST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25 22 101 034 0000

*11256-56 S Indiana Ave  
Chicago 60628*

## PARCEL 12:

LOTS 27 AND 28 IN BLOCK 52 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 26 06 222 013 0000

*2900 E 91st St  
Chicago 60617*

## PARCEL 13:

LOTS 32, 33 AND 34 IN BLOCK 13 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 21 30 325 001 0000

*7801-118. Gates Blvd  
Chicago 60649*

## PARCEL 14:

LOTS 1 AND 2 AND THE EAST ¼ OF LOT 3 IN BLOCK 3 IN BRITTON'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16 03 228 018 0000

*4301 W Potomac Ave Chicago  
60651*

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PARCEL 19:

LOTS 3 AND 4 IN BLOCK 2 IN HEZEKIAH MOORE'S SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20 35 302 020 0000 AND 20 35 302 021 0000

*8308 S. Ingleside Ave  
Chgo Ill*

PARCEL 20:

LOTS 5 AND 6 IN BLOCK 2 IN HEZEKIAH MOORE'S SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20 35 302 022 0000 AND 20 35 302 023 0000

*8312 S Ingleside Ave  
Chgo Ill*

PARCEL 24:

ALL OF LOT 1 AND THE NORTH 14 FEET AND 6 AND ¼ INCHES OF LOT 2 IN EMIL KAISER'S SUBDIVISION OF THE EAST ½ OF BLOCK 35 IN THE SUBDIVISION OF THAT PART LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY OF THE SOUTH ½ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25 05 325 016 0000

*9408 - Luffin St, Chgo Ill*

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