

# UNOFFICIAL COPY



Doc#: 1436042103 Fee: \$64.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/26/2014 11:24 AM Pg: 1 of 7

8926023000  
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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: 1400 Bataan Dr, Chicago; 6723-25 S Indiana Ave, Chicago; 222 E 109th St, Chicago; 2838 E 91st St, Chicago; 9000 S Bishop St, Chicago; 6618 S Wabash Ave, Chicago; 14020 S School St, Chicago; and 14133 S School 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 that 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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Box 400-CTCC

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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~~ <sup>12/26</sup>, 2014 in the Real Property Records of Cook County, Illinois, as Document No. ~~(\*)~~ <sup>(\*)</sup> (the "Assignment of Leases"), in respect of the Premises, together with the notes and bonds secured thereby. (\*) 14360

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]

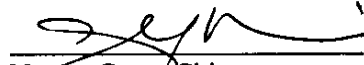
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Assignment of Leases and Rents as of the day and year first above written.

ASSIGNOR:

STARWOOD MORTGAGE CAPITAL  
LLC, a Delaware limited liability company

By:



Name: Grace Chiang

Title: Senior Vice President

Property of Cook County Clerk's Office



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EXHIBIT A  
Legal Description

## PARCEL 6:

LOT 37, 38, 39, 40 AND 41 IN BLOCK 2 IN WESTERN ADDITION BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15 15 402 046 0000

*1100 Bataan Dr, Broadview, Ill, Chgo See 60155*

## PARCEL 7:

LOTS 16 AND 17 IN BLOCK 8 IN SONNENSCHNEIN AND SOLOMON'S PARK MANOR SUBDIVISION OF BLOCKS 5, 7 AND 12 IN THE SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20 22 31 007 0000

*6923-252 Indiana Ave, Chgo Ill 60637*

## PARCEL 8:

LOT 2838 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 PLAN THEREOF RECORDED JULY 6, 1917 AS DOCUMENT 6147297 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25 15 312 033 0000

*222 E 10th St, Chgo Ill 60628*

## PARCEL 11:

LOTS 27, 28 AND 29 IN KENT'S SUBDIVISION OF BLOCK 51 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF PARTS OF SECTION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 26 06 221 030 0000

*2838 E 9th St Chgo Ill 60617*

## PARCEL 18:

LOT 1 IN BLOCK 15 IN E.E. BRAINERD'S SUBDIVISION OF TELFORD BURNHAM'S SUBDIVISION (EXCEPT BLOCKS 1 AND 8) OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25 05 126 016 0000

*9000 S. Bishop, Chgo Ill 60620*

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PARCEL 21:

LOTS 16, 17, 20 AND 21 IN BLOCK 4, AND A 30 FOOT WIDE NORTH, SOUTH STRIP, LYING SOUTH AND ADJOINING LOT 21 IN THE SUBDIVISION OF THAT PART OF JUNCTION GROVE SOUTH OF CENTER LINE OF STREET FORMERLY KNOWN AS BRACKETT STREET OF THE NORTH ¼ OF THE SOUTH 27 ACRES OF THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 20 22 104 045 0000 AND 20 22 104 027 0000

*6618 S Wolosh Ave,  
Chgo Ill 60637*

PARCEL 22:

LOTS 8, 9, 10, AND 11 AND THE NORTH 2 FEET OF LOT 12, IN BLOCK 3 IN CROCKEL AND HARPER'S RIVERDALE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ (EXCEPT RAILROAD RIGHT OF WAY) IN SECTION 4 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 29 04 110 038 0000

*1400 S. School St, Riverdale  
Chgo Ill 60827*

PARCEL 23:

LOTS 28, 29 AND 30 IN BLOCK 7 IN CROCKER AND HARPER'S RIVERDALE ADDITION IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 29 04 115 057 0000 AND 29 04 115 016 0000

*14338 School St Riverdale  
Chgo Ill 60827*

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