

Assignment of Mortgage and Assignment of Leases and Rents

STATE: Illinois

COUNTY: Cook

GRANTOR: Bank of America, N.A., a national banking association
700 Louisiana, 7th Floor, Houston, TX 77002

GRANTEE: SunTrust Bank, as Administrative Agent
303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308

Document Date: November 19th, 2014

Recording Reference: Instrument 1236357740 on 12/28/2014

Legal Description: See Attached Exhibit A

Address: 4222 S Knox Ave, Cook, IL

Prepared by:
LATHAM & WATKINS LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560

Return after recording to:
Fidelity National Title Group
7130 Glen Forest Drive #300
Richmond, Virginia 23226

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

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ASSIGNMENT OF Mortgage and Assignment of Leases and Rents

KNOW THAT **Bank of America, N.A.**, a national banking association in its capacity as administrative agent under the Credit Agreement (as defined below) and having an address at 700 Louisiana, 7th Floor, Houston, TX 77002 (“**Assignor**”), in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers and conveys as of the date set forth below to **SUNTRUST BANK**, in its capacity as Administrative Agent under and as said term is defined in the Amended and Restated Credit Agreement (as defined below), having an address at 303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308 (“**Assignee**”), that certain Mortgage, Deed of Trust, or Deed to Secure Debt listed and set forth on **Exhibit A** attached hereto (the “**Assigned Lien Document**”) and all of Assignor’s liens, security interests, collateral assignments, and other rights, titles and interests thereunder covering the interest described in the Assigned Lien Document and affecting that certain real property described in **Exhibit B** attached hereto and made a part hereof. This assignment is made in furtherance of and in further evidence of the Master Assignment of Notes, Liens, Security Instruments and Other Rights (“**Master Assignment**”), executed by and among Assignor, Assignee and the borrowers and lenders party thereto and dated as of the date hereof, and is subject to the terms and conditions thereof. For purposes of this assignment, (i) the term “**Credit Agreement**” shall mean that certain Credit Agreement, dated as of June 21, 2012, by and among Landmark Dividend Growth Fund - D LLC, a Delaware limited liability company, as administrative borrower, the Direct Subsidiaries (as defined in the Credit Agreement) in existence on the date thereof and each other person executing a Joinder (as defined in the Credit Agreement) thereto as a borrower, as borrowers, Assignor and the lenders from time to time party thereto and (ii) the term “**Amended and Restated Credit Agreement**” shall mean that certain Amended and Restated Credit Agreement, dated on or about the date hereof, by and among Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, as borrower, Landmark Infrastructure Partners LP, a Delaware limited partnership, Assignee and the lenders party thereto from time to time.

Except as expressly provided in the Master Assignment, the foregoing grant, bargain, sale, assignment, transfer and conveyance is made **AS IS and WITHOUT RECOURSE and WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR.**

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of Assignee, forever. This assignment shall inure to the benefit of, and be binding upon Assignor and Assignee, and their respective successors and assigns.

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This assignment is dated effective as of November 19th, 2014.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

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Executed as of the date immediately below written.

ASSIGNOR:

Bank of America, N.A., a national banking association

BY: 

Name: Joseph R. Patterson

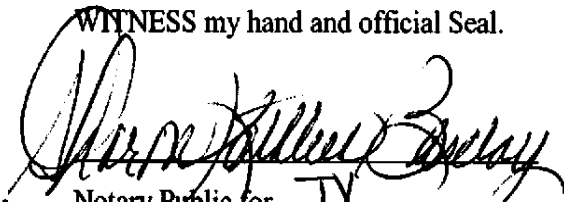
Title: Senior Vice President

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

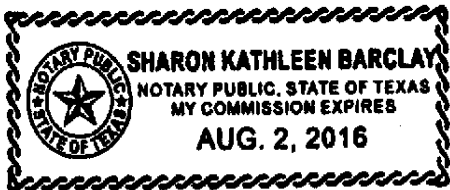
On November 14, 2014, before me Sharon Kathleen Barclay
a Notary Public, personally appeared Joseph R. Patterson, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing
paragraph is true and correct.

WITNESS my hand and official Seal.


Notary Public for TX
My Commission Expires Aug 2, 2016

[NOTARIAL SEAL]



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EXHIBIT A

ASSIGNED LIEN DOCUMENT

IL-Cook—BB121073-(14984051)(186)

Mortgage and Assignment of Leases and Rents

Grantor: LD Acquisition Company 9 LLC, a Delaware limited liability company
Lender: Bank of America, N.A., a national banking association
Recorded: 12/28/2012
Recorded In: Instrument 1236357740

Property of Cook County Clerk's Office

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EXHIBIT B

Legal Description

IL-Cook—BB121073-(14984051)(186)

State: IL COUNTY: Cook

An interest in land, said interest being over a portion of the following described parent parcel:

Lot 8 in Frederick H. Bartlett's 48TH Ave. Subdivision of Lot A except railroad in the Circuit Court Partition of the South ½ and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO AND TOGETHER WITH covenants, conditions and restrictions of record, private, public and utility easements and roads and highways, party wall rights and agreements, existing leases and tenancies, special taxes or assessment for improvements not yet completed, any confirmed special tax or assessment, installments not due at the date hereof of any special tax or assessment for improvements heretofore below, mortgage or trust deed specified below, general taxes for the year 2009 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s); easements of record; least to Windsor Outdoor LLC; Declaration and Reservation: Sign Control and Revenue Reservation; and Perpetual Easement and Assignment between Lakeside Bank as Trustee under Trust Agreement dated June 26, 1996 and known as Trust number 10-1775 and 4222 Sign Company LLC, recorded on August 9, 2010 as document number 1022145023.

AND BEING the same property conveyed to Gerardo Hernandez and Maria Belen Dorado from North Star Trust Company, an Illinois corporation, as Successor Trustee to Lakeside Bank, in pursuance of a Trust Agreement dated the 26th day of June, 1996 and known as Trust Number 10-1775 by Trustee's Deed dated August 13, 2010 and recorded August 31, 2010 in Instrument No. 1024333058.

Tax Parcel No. 19-03-105-007

Said interest being over land more particularly described by the following description:

SIGN PARCEL

That part of Lot 8 in Frederick H. Bartlett's 48th Ave. Subdivision of Lot A except railroad in the Circuit Court partition of the South 1/2 and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Northeast corner of said Lot 8; thence West along the North line of said Lot 8, 34.00 feet; thence South at a right angle to the last described line; 36.00 feet to the point of beginning; thence continuing South 20.00 feet; thence East at a right angle to the last described line 30.00 feet; thence North at a right angle to the last described line, 20.00 feet; thence West at a right angle to the last described line, 30.00 feet to the point of beginning.

SIGN AIR RIGHTS PARCEL

That part of Lot 8 in Frederick H. Bartlett's 48th Ave. Subdivision of Lot A except railroad in the Circuit Court partition of the South 1/2 and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the Northeast corner of said Lot 8; thence West along the North line of said 8, 37.00 feet; thence South at a right angle to the last described line, 66.00 feet; thence East at a right angle to the last described line, 66.00 feet; thence East at a right angle to the last described line, 37.00 feet, more or less, the East line of said Lot 8; thence

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North along said East line of Lot 8, 66.00 feet, more or less, to the point of the beginning lying above a horizontal plane located 18.00 feet above the current surface grade of adjacent Knox Avenue; and all of that part of Lot 8 in Frederick H. Bartlett's 48th Ave. Subdivision of Lot A except Railroad in the Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois lying above a horizontal plane 50.00 feet above the surface grade of adjacent Knox Avenue, Chicago, Illinois and located within a radius of 175.00 feet in each direction from the center point of the existing sign pole upon which the Billboard Sign is currently erected.

ACCESS EASEMENT PARCEL:

That part of Lot 8 in Frederick H. Bartlett's 48th Ave. Subdivision of Lot A except railroad in the Circuit Court partition of the South 1/2 and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the Northeast corner of said Lot 8; thence West along the North line of said 8, 34.00 feet; thence South at a right angle to the last described line, 56.00 feet; thence East at a right angle to the last described line, 30.00 feet, thence North at a right angle to the last described line, 32.00 feet; thence East at a right angle to the last described line, 4.00 feet, more or less to the East line of said Lot 8; thence North along said East line of Lot 8, 24.00 feet, more or less, to the point of beginning.

UTILITY EASEMENT PARCEL:

That part of Lot 8 in Frederick H. Bartlett's 48th Ave. Subdivision of Lot A except railroad in the Circuit Court partition of the South 1/2 and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Northeast corner of said Lot 8; thence West along the North line of said Lot 8, 125.79 feet to the Northwest corner of said Lot 8; thence South along the West line of said Lot 8, 21.99 feet to the point of beginning; thence continuing South along said West line, 10.16 feet; thence Southeasterly, 112.57 feet; thence Northeasterly at a right angle to the last described line 10.00 feet; thence Northeasterly at a right angle to the last described line, 114.34 feet to the point of beginning.