

# UNOFFICIAL COPY



Doc#: 1515322042 Fee: \$50.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/02/2015 10:02 AM Pg: 1 of 5

## ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORGAN STANLEY BANK, N.A.,  
a national banking association  
(Assignor)

to

MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC,  
a New York limited liability company  
(Assignee)

Parcel Number(s): 17-16-121-003-6001; 17-16-121-003-6002  
County of Cook  
State of Illinois

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:  
ANDERSON, McCOY & ORTA, P.C.  
100 North Broadway, Suite 2600  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

S Yes

P 5

S NO

M NO

SC X2

E Yes

INT NG

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## ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORGAN STANLEY BANK, N.A., a national banking association, having an address at 1585 Broadway, New York, NY 10036, (“Assignor”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 1585 Broadway, New York, NY 10036, (“Assignee”), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by LIONSHEAD 110 RIVERSIDE LLC, a Delaware limited liability company and LIONSHEAD 55 RIVERSIDE LLC, a Delaware limited liability company to Assignor dated as of February 10, 2015 and recorded on February 13, 2015, as Document Number 1504419069 in the Recorder's Office of Cook County, Illinois (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$167,000,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

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

[SIGNATURE(S) ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 2 day of April, 2015.

**ASSIGNOR:**

MORGAN STANLEY BANK N.A.,  
a national banking association

By:   
Name: Kristin Sansone  
Title: Executive Director

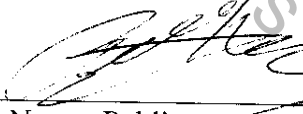
STATE OF NEW YORK

COUNTY OF NEW YORK

§  
§  
§

On the 20 day of April, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Kristin Sansone, as Executive Director of MORGAN STANLEY BANK N.A., personally known to me or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:   
Notary Public

My Commission Expires:

PAUL C DAY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DA6264665  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES: 7/02/2016

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LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH ANY RIGHTS OR BENEFITS AS MAY BE CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED MAY 29, 2001 AND RECORDED JUNE 1 2001 AS DOCUMENT NO. 0010466784 MADE BY CHICAGO UNION STATION COMPANY TO CUSCO NO. 1 LLC, RECORDED IN THE COOK COUNTY RECORDER'S OFFICE.

NOTE: Being Parcel No. 17-16-121-003-6002, of the City of Chicago, County of Cook.

NOTE: Parcel No. shown for informational purposes only.

**300 South Riverside Plaza, Chicago, IL**

Reference No.: 8009.001  
Matter Name: 300 South Riverside Plaza Fee  
Pool: MSBAM 2015-C22

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

#### PARCEL 1:

Lot 7 (Except the west 122.53 feet thereof) in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of section 16, township 39 north, range 14, east of the third principal meridian, according to the plat thereof recorded March 29, 1924 in book 188 on pages 11 to 28, both inclusive, as document number 8339751 excepting therefrom that part thereof lying below or beneath the air rights limiting plane or elevation set forth in Appendix "B" to the lease recorded as document 25607453 and which is indicated in said Appendix "B" to be 32 feet 10 inches above Chicago City Datum, and also excepting therefrom the building and other improvements located thereon, including any reversion rights contained in the Memorandum of Lease to be recorded in Cook County, IL.

#### PARCEL 2:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 BETWEEN LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 17, 1982 AND KNOWN AS TRUST NO. 107292 IN FAVOR OF GATEWAY IV JOINT VENTURE AND LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 107361 TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 107362 AND TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 107363 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY AND AMONG GATEWAY IV JOINT VENTURE, LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107361, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107362, TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NO. 107363, CHICAGO UNION STATION COMPANY AND THE PENN CENTRAL CORPORATION, AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

Reference No.: 8009.001

Matter Name: 300 South Riverside Plaza Fee

Pool: MSBAM 2015-C22