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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Eric J. Fuglsang, Esq.
Quarles & Brady LLP
300 North LaSalle
Suite 4000
Chicago, IL 60654



Doc#: 1523344075 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/21/2015 04:30 PM Pg: 1 of 15

ASSIGNMENT AND ASSUMPTION AGREEMENT, FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT, AND MODIFICATION OF LOAN AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT, AND MODIFICATION OF LOAN AGREEMENT (this "Agreement") is made as of August 19, 2015 (the "Effective Date") between and among LASALLE AND GRAND, LLC, an Illinois limited liability company ("Existing Borrower"), having an address of 1375 Sunview Lane, Winnetka, Illinois 60093, 530 N. LASALLE (DE) LLC, a Delaware limited liability company ("Transferee Borrower"), having an address of 250 North Clark Street, Suite 400, Chicago, Illinois 60654, RIVER NORTH HISTORIC DISTRICT HOLDINGS LLC, an Illinois limited liability company ("New Borrower Principal"), having an address of 350 North Clark Street, Suite 400, Chicago, Illinois 60654, and WELLS FARGO BANK, N.A., AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-2 ("Lender"), having an address of 9062 Old Annapolis Road, Columbus, Maryland 21045.

RECITALS:

A. Lender is the current holder of a loan (the "Loan") to Existing Borrower evidenced by that certain Promissory Note dated as of April 24, 2007 (the "Note") in the original principal amount of \$4,000,000.00 from Existing Borrower, as maker, to Bank of America, N.A. ("B of A"), as payee. Lender has heretofore succeeded to all right and interest of B of A as the payee in and under the Note pursuant to the Omnibus Assignment (as hereinafter defined).

B. Existing Borrower's obligations under the Note are further evidenced and secured by (i) that certain Loan Agreement dated as of April 24, 2007 by and between Existing Borrower and B of A (the "Loan Agreement"), (ii) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of April 25, 2007 by and between Existing Borrower, as mortgagor, and Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee (as amended or supplemented from time to time, the "Mortgage"), which Mortgage was recorded with the Cook County Recorder of Deeds on April 27, 2007 as Document No. 0711733152, (iii) that certain Omnibus Assignment dated as of June 6, 2007 by and between B of A, as assignor, and Lender, as assignee (the "Omnibus Assignment"), and (iv)

Bm

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that certain Assignment of Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of August 21, 2013 by and between MERS, as assignor, and Lender, as assignee (the "**Mortgage Assignment**"), which Mortgage Assignment was recorded with the Cook County Recorder of Deeds on August 26, 2013 as Document No. 1323829060. The Note, the Loan Agreement, the Mortgage, the Omnibus Assignment, the Mortgage Assignment, and all other documents executed and delivered in connection with the Loan are herein, collectively, referred to as the "**Loan Documents**".

C. The real property (the "**Real Property**") owned by Existing Borrower (1) currently consists of vacant land commonly known as 530 North LaSalle Street, Chicago, Illinois 60610, (2) is more particularly described in the Mortgage and on Exhibit A attached hereto and incorporated herein, (3) is encumbered by the Mortgage, and (4) together with all other property encumbered by the Loan Documents, is referred to in this Agreement, collectively, as the "**Property**".

D. In connection with the sale and conveyance of the Real Property from Existing Borrower to Transferee Borrower, (i) Existing Borrower wishes to transfer and assign to Transferee Borrower all of Existing Borrower's right, title, interest, and obligation in and to the Loan and the Loan Documents, and (ii) Transferee Borrower desires to accept such transfer and assignment and to assume all liability for the obligations of Existing Borrower under the Loan and the Loan Documents as set forth in Paragraph 4 below (collectively, the "**Transfer**"), and to deliver to Lender the undertaking of New Borrower Principal, an affiliate of Transferee Borrower, by New Borrower Principal's execution of this Agreement, to assume the obligation of Borrower Principal in and under the Loan Agreement from and after the Effective Date hereof, including specifically, and without limitation, the obligations of Borrower Principal in and under each of Article IV (Representations and Warranties), Section 12.6 (Indemnification), Article XV (Exculpation), and Article XVIII (Waivers) thereof (collectively, the "**Borrower Principal Obligations**").

E. Each of Transferee Borrower and Lender further desire to make certain modifications in and to the terms of the Note, the Mortgage, and the Loan Agreement, all on the terms and provisions hereinafter set forth, which modifications shall be and become effective from and after the Effective Date hereof.

F. Lender has agreed to consent to such Transfer upon, and subject to, the terms and conditions of this Agreement.

AGREEMENTS:

1. **Representations Accurate.** Existing Borrower represents and warrants that the above statements in Recitals A through D are true and accurate. Transferee Borrower represents and warrants that, to Transferee Borrower's actual knowledge as of the Effective Date hereof, the above statements in Recitals D and E are true and accurate. The foregoing Recitals are incorporated herein by reference.

2. **Status of Loan.**

A. Existing Borrower, Transferee Borrower, and Lender confirm and agree that, as of the Effective Date hereof, the outstanding principal balance under the Loan is Four Million and No/100 Dollars (\$4,000,000.00), and that Existing Borrower has paid all principal and interest, together with all other charges, fees, costs, or expenses, due or payable under the Note through August 31, 2015.

B. Existing Borrower confirms that, to Existing Borrower's actual knowledge as of the Effective Date hereof, no Event of Default (as defined in the Loan Agreement and the Mortgage or as provided under any other Loan Document) has occurred and/or is continuing under the Loan, and no event has occurred or condition exists that, with notice

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and/or the passage of time, would constitute an Event of Default under the Loan. Transferee Borrower confirms that, to Transferee Borrower's actual knowledge as of the Effective Date hereof, no Event of Default has occurred and is continuing under the Loan, and no event has occurred or condition exists that with notice and/or the passage of time would constitute an Event of Default under the Loan, which in either case has arisen or occurred on account of any act, omission, or condition conducted or caused by Transferee Borrower, New Borrower Principal, or any affiliate of either of them.

- C. Subject to the terms of this Agreement, Existing Borrower and Transferee Borrower ratify, affirm, and acknowledge that the Note, the Mortgage, the Loan Agreement, and the other Loan Documents represent their valid, enforceable, and collective obligations, and that, to their knowledge as of the Effective Date hereof, there are no existing claims, defenses (personal or otherwise), or rights of setoff with respect thereto.
- D. Existing Borrower and Transferee Borrower acknowledge and agree that, except as expressly provided herein, this Agreement in no way releases, relinquishes, or otherwise affects the liens, security interests, and rights created by or arising under the Loan Documents, or the priority thereof. Such liens, security interests, and rights are hereby ratified, confirmed, renewed, and extended in all respects, subject to the terms of the Loan Documents.
- E. Existing Borrower and Transferee Borrower, each on its own behalf, acknowledge and confirm that there are no subordinate liens of any kind covering, encumbering, or attaching to the Property, nor are there any mechanic's liens or liens of unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received.
- F. Transferee Borrower acknowledges and confirms that there is no secondary financing in connection with the Transfer contemplated hereunder, and that the only indebtedness on the Property is the indebtedness evidenced by the Note, the Mortgage, the Loan Agreement, and the Loan Documents.
- G. Transferee Borrower acknowledges and confirms that, to Transferee Borrower's actual knowledge as of the Effective Date hereof, there will be no material adverse change with respect to the ability of the Property to generate cash flow sufficient to pay the debt service on the Loan as a result of the Transfer contemplated hereunder, or from the change in management of the Property when owned by Transferee Borrower.
- H. The parties acknowledge and confirm that, notwithstanding the provisions of Section 4.20 (Use of Property) of the Loan Agreement, the Property is currently vacant, unimproved land and is not being used for retail purposes.
- I. The parties further acknowledge and confirm that the Property is currently subject to the Bank of America Ground Lease, as further provided under Section 4.21 (Certificate of Occupancy; Licenses) of the Loan Agreement.

3. Assignment. In consideration of the foregoing, the mutual promises, undertakings, representations, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Existing Borrower hereby assigns, transfers, conveys, and sets over unto Transferee Borrower all of Existing Borrower's right, title, interest, and obligation in, to, and under the Loan and the Loan Documents.

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4. **Assumption.** In consideration of the foregoing, the mutual promises, undertakings, representations, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged: (i) Transferee Borrower hereby assumes the Loan and the Loan Documents, including, specifically and without limitation, liability for any and all obligations accruing under the Note, the Mortgage, the Loan Agreement, and the other Loan Documents from and after the Effective Date hereof, all in accordance with, and subject to, the terms and conditions of the Loan Documents, as so amended, and (ii) New Borrower Principal hereby assumes the Borrower Principal Obligations under the Loan Agreement, together with any and all obligations and liabilities arising with respect thereto, from and after the Effective Date hereof, all in accordance with, and subject to, the terms and conditions of the Loan Agreement, as amended hereby.

5. **Consent and Acknowledgement; Loan Document Modifications.**

- A. Lender hereby consents to and approves the sale and conveyance of the Property by Existing Borrower to Transferee Borrower and the assignment, conveyance, and transfer of Existing Borrower's right, title, interest, and obligation in and to the Loan and the Loan Documents to Transferee Borrower, and the assumption by Transferee Borrower of liability for any and all obligations under the Loan and the Loan Documents, subject to the terms hereof, and provided, further, that such consent shall not be deemed or construed as: (i) a waiver of any provision requiring Lender's consent under the Loan Documents; or (ii) a consent to any amendment not otherwise expressly agreed to by Lender in writing or extension of the Loan Documents, or any subsequent assignment or transfer of any of the Loan Documents or the Property, or any portion thereof. Subject to payment of the assumption fee and all of Lender's fees and expenses as provided in Paragraph 7 below, Existing Borrower and Transferee Borrower hereby represent and warrant that they have satisfied the conditions applicable to such Transfer as set forth in Article VII (No Sale or Encumbrance) of the Mortgage.
- B. Existing Borrower acknowledges and agrees that: (i) Existing Borrower is and remains liable for all acts, events, and omissions accruing under the Loan Documents through and including the Effective Date hereof; and (ii) without limitation of the foregoing, Ying Chen, as the current Borrower Principal under the Loan Agreement (the "**Existing Borrower Principal**"), is and remains liable for all acts, events, and omissions accruing under or arising in connection with the Borrower Principal Obligations in and under the Loan Agreement or any other Loan Documents for the period through and including the Effective Date hereof, as and to the extent provided under the Loan Agreement and the other Loan Documents, and the foregoing Transfer described in this Agreement shall in no way affect, waive, release, diminish, or derogate from such liability of Existing Borrower Principal for such Borrower Principal Obligations, subject in all events to the terms and provisions of the Loan Agreement, as amended hereby, or such other Loan Documents.
- C. Without limitation of the foregoing: (i) Existing Borrower shall be released from any and all obligations of Existing Borrower under the Loan Agreement to the extent first accruing or first arising after the Effective Date hereof (provided, Existing Borrower shall be and remain fully liable under the Loan Agreement and/or any other Loan Documents for obligations of Existing Borrower arising or accruing through and including the Effective Date hereof, all as hereinabove provided); and (ii) Existing Borrower Principal shall be released from any and all Borrower Principal Obligations under the Loan Agreement to the extent first accruing or first arising after the Effective Date hereof (provided, Existing Borrower Principal shall be and remain fully liable under the Loan Agreement and/or any other Loan Documents for Borrower Principal Obligations arising

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or accruing through and including the Effective Date hereof as and to the extent provided under the Loan Agreement and the other Loan Documents, all as hereinabove provided).

- D. Effective as of the Effective Date hereof, the notice addresses for each of Lender, Borrower, and Borrower Principal under Section 16.1 (Notices) of the Loan Agreement shall be and are hereby amended by deleting them in their entirety and by substituting the following notice addresses for each of Lender, Borrower, and Borrower Principal in lieu thereof:

"If to Lender:

Wells Fargo Bank, N.A., as Trustee, in Trust for the Registered
Holders of Banc of America Commercial Mortgage Inc.,
Commercial Mortgage Pass-Through Certificates, Series 2007-2
9062 Old Annapolis Road
Columbus, Maryland 21045

If to Borrower:

530 N. LaSalle (DE) LLC
350 North Clark Street
Suite 400
Chicago, Illinois 60654
Attn: President & General Counsel

If to Borrower Principal:

River North Historic District Holdings LLC
350 North Clark Street
Suite 400
Chicago, Illinois 60654
Attn: President & General Counsel"

6. **Note and Mortgage Modifications.** Effective as of the Effective Date hereof, the Note and Mortgage, respectively, shall be and are hereby amended as follows:

- A. Transferee Borrower shall be and is hereby established and confirmed as Borrower in and under, and for purposes of, the Note (provided, however, Existing Borrower is and shall remain liable for all acts, events, and omissions of Borrower accruing under the Note though and including the Effective Date hereof).
- B. Transferee Borrower shall be and is hereby established and confirmed as Borrower in and under, and for purposes of, the Mortgage (provided, however, Existing Borrower is and shall remain liable for all acts, events, and omissions of Borrower accruing under the Mortgage though and including the Effective Date hereof).
- C. Subsection 17.1(b) of the Mortgage is hereby amended by adding the following clause at the end of the last grammatical sentence thereof: "(provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to \$8,000,000.00)".

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- D. Section 17.1 (Principles of Construction) of the Mortgage is hereby amended by adding a new Subsection 17.1(n) thereto, which new Subsection 17.1(n) shall read in its entirety as follows:

"(n) Business Loan. The proceeds of the indebtedness secured hereby and referred to herein shall be used solely for business purposes and in furtherance of the regular business affairs of Borrower, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)."

- E. Section 17.1 (Principles of Construction) of the Mortgage is hereby further amended by adding a new Subsection 17.1(o) thereto, which new Subsection 17.1(o) shall read in its entirety as follows:

"(o) Notes. The Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be due no later than May 1, 2017, and for an applicable interest rate of 5.700% per annum, which Note is by this reference thereto being incorporated herein."

- F. Section 17.1 (Principles of Construction) of the Mortgage is hereby further amended by adding a new Subsection 17.1(p) thereto, which new Subsection 17.1(p) shall read in its entirety as follows:

"(p) Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), Borrower is hereby notified that:

"UNLESS BORROWER PROVIDES MORTGAGEE AND/OR LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE AND/OR THE LOAN AGREEMENT, MORTGAGEE AND/OR LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT MORTGAGEE'S AND/OR LENDER'S INTERESTS IN THE PROPERTY, WHICH INSURANCE MAY, BUT NEED NOT, PROTECT THE INTERESTS OF BORROWER. THE COVERAGE PURCHASED BY MORTGAGEE AND/OR LENDER MAY NOT PAY ANY CLAIM MADE BY BORROWER OR ANY CLAIM MADE AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY MORTGAGEE AND/OR LENDER, BUT ONLY AFTER PROVIDING MORTGAGEE AND/OR LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED THE INSURANCE AS REQUIRED HEREUNDER OR UNDER THE LOAN AGREEMENT. IF MORTGAGEE AND/OR LENDER PURCHASES INSURANCE, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF SUCH INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES IMPOSED IN CONNECTION WITH THE PLACEMENT OF SUCH INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF SUCH INSURANCE. THE COSTS OF SUCH INSURANCE MAY BE ADDED TO THE TOTAL OBLIGATION SECURED HEREBY. THE COSTS OF SUCH INSURANCE MAY BE GREATER THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN FOR ITSELF."

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- G. Section 17.1 (Principles of Construction) of the Mortgage is hereby further amended by adding a new Subsection 17.1(q) thereto, which new Subsection 17.1(q) shall read in its entirety as follows:

"(q) Forbidden Entity. Borrower hereby certifies that it is not a "forbidden entity" as that term is defined in Section 22.6 of the Illinois Deposit of State Moneys Act, 15 ILCS 520/22.6; Public Act 094-0079."

7. **Lender Fees and Expenses**. Transferee Borrower agrees to pay an assumption fee to Lender in the amount of Forty Thousand and No/100 Dollars (\$40,000.00) in connection with the Transfer contemplated hereunder, as well as all other reasonable costs and fees, including, without limitation, reasonable attorneys' fees, due diligence expenses, and any other administrative fees or charges, any recording or transfer fees, and any other Lender's fees actually incurred in connection with the drafting and/or modification of this Agreement or any other documents executed in connection with the Transfer, and Lender's review of the request for the consent granted herein. All such fees and costs shall be paid by Transferee Borrower prior to, or concurrently with, Lender's execution hereof. If Lender retains counsel for advice or other representation (a) in any litigation, contest, dispute, suit, or proceeding (whether instituted by Lender or any other party) relating in any way to this Agreement or the Transfer, or (b) to enforce any party's obligations with respect thereto, the reasonable attorneys' fees actually incurred and arising from such services, together with all related expenses and court costs, shall be paid upon demand of Lender, by either Existing Borrower or Transferee Borrower, as applicable, based on which party's action, omission, or legal position has caused the litigation or other dispute in question.

8. **Release of Lender by Existing Borrower**. To the maximum extent permitted by applicable law, Existing Borrower hereby irrevocably and unconditionally waives, releases, and forever discharges any and all claims, demands, actions, causes of action, suits, debts, accounts, covenants, obligations, and liabilities of every nature (collectively, the "**Claims**"), which Existing Borrower, its predecessors, successors, assigns, agents, attorneys, partners, subsidiaries, beneficiaries, officers, directors, employees, or any entity controlling or under common control with Existing Borrower, as the case may be, have or might have had against Lender, its predecessors, successors, assigns, agents, attorneys, partners, subsidiaries, beneficiaries, officers, directors, employees, or any entity controlling or under common control with Lender, existing on or before the Effective Date hereof in connection with (a) the Loan, (b) the Loan Documents, or (c) the Property. Existing Borrower hereby agrees never to commence, voluntarily aid in any way, prosecute, or cause to be commenced or prosecuted against, Lender any action or other proceeding based upon any of the Claims.

9. **Integration**. Existing Borrower, Transferee Borrower, and Lender acknowledge that there are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by any party or by any agent, employee, or other representative of any party, pertaining to the Loan which have not been incorporated into this Agreement. No express or implied consent to any further modifications involving any of the matters set forth in the Loan Documents or this Agreement shall be inferred or implied by Lender's execution of this Agreement. Any further modification of the Loan or of any Loan Document shall require the express written approval of Lender. No provision hereof shall be modified or limited except by a written instrument signed by the parties hereto, expressly referring to the provision so modified or limited.

10. **No Prejudice**. Execution of this Agreement by Lender shall be without prejudice to Lender's rights at any time in the future, to exercise any and all rights conferred upon Lender by any of the Loan Documents in accordance with their original terms subject to any amendments of such terms as are now or hereafter agreed to in writing by Lender.

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11. **Authority.** Existing Borrower and Transferee Borrower hereby warrant and represent, respectively, that the persons executing this Agreement on the respective representing party's behalf have full authority to execute this Agreement on such party's behalf and to bind such party for which execution hereof is made. In addition, each of Existing Borrower and Transferee Borrower, respectively, warrants and represents to Lender that the execution and delivery by the representing party of this Agreement and its performance hereunder has not and will not result in a breach of, or constitute a default under, any deed of trust, mortgage deed, lease, bank loan, credit arrangement, or other instrument or agreement to which such respective party is a party or by which such party or the Property may be bound or affected.

12. **No Relationship Between Parties.** Nothing contained in this Agreement or in any of the other Loan Documents shall be construed as creating a joint venture or partnership between Existing Borrower, Transferee Borrower, and Lender, and Lender shall have no right of control or supervision, except as it may exercise under the rights and remedies provided in the Loan Documents.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lender, Existing Borrower, and Transferee Borrower, and their respective heirs, legal representatives, successors, and assigns.

14. **Governing Law.** This Agreement is delivered in, relates to real and personal property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of the State of Illinois (regardless of the place of business, residence, location, or domicile of the parties hereto or any of their constituent partners or principals). Each party hereby submits to personal jurisdiction in the State of Illinois and the County of Cook for the enforcement of this Agreement and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction. If such litigation is commenced, each party agrees that service of process may be made by serving a copy of the summons and complaint upon each party, through any lawful means, including upon its registered agent within the State of Illinois, whom each party hereby appoints as its agent for this purpose. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive but are in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by applicable law.

15. **Notices.** Existing Borrower and Transferee Borrower hereby notify and direct Lender to send all notices to be sent under the Loan Documents from and after the Effective Date hereof to Transferee Borrower rather than to Existing Borrower, and to New Borrower Principal rather than Existing Borrower Principal, respectively, at the following addresses:

If to Transferee Borrower:

530 N. LaSalle (DE) LLC
350 North Clark Street
Suite 400
Chicago, Illinois 60654
Attn: President & General Counsel

If to New Borrower Principal:

River North Historic District Holdings LLC
350 North Clark Street
Suite 400
Chicago, Illinois 60654
Attn: President & General Counsel

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16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original when executed and delivered, but all of which taken together shall constitute one and the same instrument.

17. **Headings.** Headings are for convenience and reference only and in no way define or limit the provisions of this Agreement.

18. **Severability.** All provisions contained in this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

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IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date first set forth above.

LENDER:

WELLS FARGO BANK, N.A., AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-2

By: 
Name: George Wisniewski
Title: Senior Managing Director

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of August, 2015, before me personally came _____, to me known, who, being by me duly sworn, did depose and state that he/she is the _____ of Wells Fargo Bank N.A., as Trustee, in Trust for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-2, the entity described in and which executed the above instrument as Lender, and that he/she signed his/her name thereto on behalf of said entity for the uses and purposes therein set forth.

See attached acknowledgment
Notary Public

Printed Name: _____

(Impress Notarial Seal Here)

My commission expires: _____

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On August 17, 2015 before me, Theresa R. Dye, Notary Public
(insert name and title of the officer)

personally appeared George Wisniewski
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Theresa R. Dye (Seal)



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EXISTING BORROWER:

LASALLE AND GRAND, LLC, an
Illinois limited liability company

By: [Signature]
Name: Ying Chen
Title: Manager

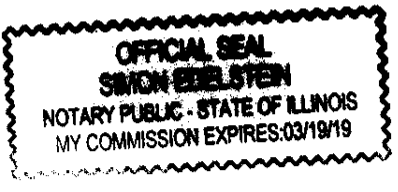
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 17 day of August, 2015, before me personally came Ying Chen, to me known, who, being by me duly sworn, did depose and state that he is the Manager of LaSalle and Grand, LLC, an Illinois limited liability company, the entity described in and which executed the above instrument as Existing Borrower, and that he signed his name thereto on behalf of said entity for the uses and purposes therein set forth.

[Signature]
Notary Public

Printed Name: SIMON Edelstein

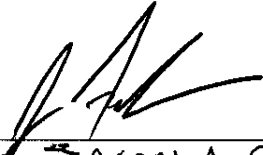
(Impress Notarial Seal Here) My commission expires: 3/19/19



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TRANSEREE BORROWER:

530 N. LASALLE (DE) LLC, a
Delaware limited liability company

By: 
Name: JASON A. FRIEDMAN
Title: MANAGER

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 19 day of August, 2015, before me personally came Jason Friedman, to me known, who, being by me duly sworn, did depose and state that he is the Manager of 530 N. LaSalle (DE) LLC, a Delaware limited liability company, the entity described in and which executed the above instrument as Transferee Borrower, and that he signed his name thereto on behalf of said entity for the uses and purposes therein set forth.



(Impress Notarial Seal Here)

Emily Lawrence
Notary Public
Printed Name: Emily Lawrence
My commission expires: 4-1-2018

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NEW BORROWER PRINCIPAL:

RIVER NORTH DISTRICT HOLDINGS
LLC, an Illinois limited liability company



By: _____
Name: Albert M. Friedman
Title: Manager

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 19 day of August, 2015, before me personally came Albert Friedman to me known, who, being by me duly sworn, did depose and state that he is the Manager of River North District Holdings LLC, an Illinois limited liability company, the entity described in and which executed the above instrument as New Guarantor and New Indemnitor, and that he signed his name thereto on behalf of said entity in each such instance for the uses and purposes therein set forth.



(Impress Notarial Seal Here)

Emily Lawrence
Notary Public
Printed Name: Emily Lawrence
My commission expires: 4-1-2018

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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

LOT 1 (EXCEPT THE EASTERLY 20.00 FEET THEREOF TAKEN FOR THE WIDENING TO LASALLE STREET) ALL OF LOT 2 AND LOT 3 (EXCEPT THE WEST OF 5.00 FEET THEREOF) ALL IN BLOCK 13 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST ½ OF THE NE ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Location: 530 North LaSalle Street
Chicago, Illinois 60610

P.I.N.: 17-09-238-012

Property of Cook County Clerk's Office