

1524634105 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/03/2015 03:12 PM Pg: 1 of 6

NCJ-749,980 182 YM

PREPARED BY, AND UPON RECORDATION RETURN TO:

Dechert LLP

One Bush Street, Suite 1009

San Francisco, CA 94104

Attention: Kahlil Yearwood, Fsq

CITIGROUP GLOBAL MATKETS REALTY CORP., as Assignor

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Assignee

ASSIGNMENT OF (I) AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND (II) AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

Dated:

As of <u>August 28</u>, 2015

Location: 7700 West 79th Street

Bridgeview, IL 60455

County:

Cook

THIS ASSIGNMENT OF (I) AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AND (II) AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of August 28, 2015 (the "Effective Date") by CITIGROUP GLOBAL MARKETS REALTY CORP., a New York corporation ("Assignor"), for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Assignee").

WHEREAS, each of the parties set forth on <u>Schedule 1</u> attached hereto ("Borrower") are borrowers under a mortgage loan in the original principal amount of \$105,000,000.00 ("Loan") secured by, without limitation: (i) that certain Amended and Restated Mortgage and Security Agreements set forth on <u>Schedule 2</u> (the "Security Instrument") and (ii) that certain Amended and Restated Assignment of Leases and Rents set forth on <u>Schedule 2</u> (the "Assignment of Leases") relating to the real property described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, pursuant to that certain Mortgage Loan Purchase and Sale Agreement by and between Assignee and Assignor (the "Loan Sale Agreement"), Assignor desires to assign, transfer and convey all of its rights, title and interests in and to the Security Instrument and the Assignment of Leases to Assignee, and Assignee desires to accept all of Assignor's rights, title and interests in and to the Security Instrument and the Assignment of Leases.

NOW, THEREFORE in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR OR ANY RESPONSIBILITY OR LIABILITY WHATSOEVER ON BEHALF OF ASSIGNOR, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE LOAN SALE AGREEMENT, all of Assignor's rights, title and interests in and to the Security Instrument and the Assignment of Leases.

The terms and provisions of this Assignment shall inure to the Conefit of, and shall be binding upon, Assignor and Assignee and their respective successors and assigns.

This Assignment shall be construed and enforced according to the laws of the State of New York.

Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

This Assignment shall be recorded with the applicable recorder's offices set forth on Schedule 2.

[NO FURTHER TEXT ON THIS PAGE]

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UNOFFICIAL COPY

This Assignment is executed as of the day, month and year first above written.

ASSIGNOR:

CITIGROUP GLOBAL MARKETS **REALTY CORP.,** a New York corporation

Title:

Zachary M. Cohn

STATE OF NEW YORK

COUNTY OF NEW YORK)

Proportion of Collins and the collins of the collin Chantal J Lapice On the day of August, 2015, before me, the undersigned notary, personally appeared leckery Mole personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrumen'.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Chantal J. Lapice
Notary Public, State of New York
No. 01LA6285764
Qualified in New York County
My Commission Expires July 15, 2017

Exhibit A

LEGAL DESCRIPTION

BRIDGEVIEW

Real property in the City of Bridgeview, County of Cook, State of Illinois, described as follows:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED

AS
FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AI CRESAID, WHICH POINT IS 121.05 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE NORTHEASTERLY ALONG A STRAIGHT LINE (THE EASTERLY TERMINUS OF SAID LINE BEING A POINT ON THE WEST LINE OF THE EAST 20 ACRES OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, WHICH POINT IS 210 FEET NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4) A DISTANCE OF 33.12 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 33 FEET OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, BEING THE FOINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUING NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 546.03 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 577.00 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 706.10 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE, WHICH STRAIGHT LINE IS PERPENDICULAR TO SAID EAST LINE OF THE WEST 33 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AT A POINT WHICH IS 877.08 FEET NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WEST ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 544.00 FEET TO ITS INTERSECTION WITH THE AFORESAID EAST LINE OF THE WEST 33 FEET; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 33 FEET, A DISTANCE OF 753.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

INFORMATIONAL USE:

7700 West 79th Street, Bridgeview, IL, 60455 Permanent Index Number: 18-25-313-026-0000

Coot County Clark's Office

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SCHEDULE 1

BORROWERS

LS 3323 W. Addison Street, LLC

LS 1650 N. Randall Rd., LLC

LS 6505 W. Oakton Street, LLC

LS 4014 W. Grand Avenue, LLC

LS 4500 W. Grand Ave., LLC

LS 3245 W. 30th Street, LLC

LS 700 E. Park Avenue, LLC

LS 2361 S. State Street, LLC

LS 426 S. Westgate St., LLC LS 7700 W. 79th Street LLC

LS 2301 W. Algonquin RJ, LLC

LS 2253 Randall Road, LLC

LS 450 Airport Road, LLC

LS 21700 S. Cicero Ave., LLC

LS 8531 W. 191st Street, LLC

LS 7524 N. Paulina St., LLC

LS 3200 Holeman Ave., LLC

SCHEDULE 2

ASSIGNED INSTRUMENTS

- 1. Amended and Restated Mortgage and Security Agreement, dated as of October 2, 2014 (as same may have been amended), by LS 7700 W. 79TH STREET, LLC, a Delaware limited liability company, to Seller, and recorded October 10, 2014 as document 1428316058, in the office of the Cook County Recorder of Deeds, Illinois; and
- 2. Amended and Restated Assignment of Leases and Rents, dated as of October 2, 2014 (as same may have been amended), by LS 7700 W. 79TH STREET, LLC, a Delaware limited liability company, to Seller, and recorded October 10, 2014 as document 1428316059 in the office of the Cook County Recorder of Deeds, Illinois.

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE INSURANCE C.). AS AN ACCOMMODATION ONLY.
IT HAS NOT BEEN FLAMINED AS TO ITS EXECUTION
OR AS TO ITALE.

OR AS TO ITALE.