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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/30/2016 11:03 AM Pg: 1 of 6

This instrument prepared by and
after recording return to:

Gary A. Whitlock, Esq.
Akerman LLP
420 South Orange Avenue
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

ASSIGNMENT OF NOTES, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTES, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment"), dated as of March 19, 2016, is made and from Bank of America, N.A., a national banking association, having an address of Document Retention, NO1-001-05-13, One Independence Center, 101 North Tryon Street, Charlotte, NC 28255-0001 ("Assignor"), to JPMorgan Chase Bank, N.A., a national banking association, having an address of 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073 ("Assignee").

RECITALS:

WHEREAS, THREE WAUKEGAN ROAD, L.L.C., an Illinois limited liability company, executed and delivered to Assignor that certain Fourth Amended and Restated Promissory Note (the "Current Note"), dated April 13, 2015, in the principal amount of Eight Million Eight Hundred Thousand and No/100 Dollars (\$8,800,000.00) (as modified, the "Loan").

WHEREAS, the Current Note is secured by, among other things, that certain Construction Mortgage, Assignment and Fixture Filing dated September 7, 2004, and recorded in the Real Property Records of Cook County, Illinois on September 10, 2004 as Document No. 0425439087 (the "Mortgage"), as amended by (a) that certain Modification of Loan Documents dated September 2, 2005 and recorded October 21, 2005 in the Real Property Records of Cook County, Illinois as Document No. 0529405155; (b) that certain Modification of Loan Documents dated May 17, 2010 and recorded May 28, 2010 in the Real Property Records of Cook County, Illinois as Document No. 1014833021; and (c) that certain Modification of Loan Documents dated April 13, 2015 and recorded May 6, 2015 in the Real Property Records of Cook County, Illinois as Document No. 1512616053.

WHEREAS, Assignor desires to assign all of Assignor's right, title, and interest in the following instruments (collectively, the "Assigned Documents"): (a) the Current Note; (b) the Mortgage and all other documents described on Exhibit "A" attached hereto; (c) the UCC-1

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Financing Statement(s) more particularly described on Exhibit "B" attached hereto; and (d) the indebtedness evidenced or secured by the Assigned Documents to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals set forth above and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby mutually agree as follows:

1. **Recitals.** The recitals hereinbefore set forth constitute an integral part of this Assignment evidencing the intent of the parties in executing this Assignment and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Assignment shall be construed in the light thereof.

2. **Representations and Warranties.** Assignor represents and warrants that: (a) the Assignor is the owner of the Assigned Documents free and clear of any liens or encumbrances and has the right to assign the Assigned Documents; (b) the Assignor has not previously assigned, pledged or otherwise transferred any of the Assigned Documents or the Assignor's interest therein; and (c) as of the date hereof, the outstanding principal balance of the Loan, and accrued interest thereon (collectively, the "Indebtedness"), are the amounts set forth in a separate payoff letter or letters (collectively, the "Payoff Letter(s)") provided by the Assignor to the Borrower or the Assignee (and the Assignee is expressly authorized to rely on the Payoff Letter(s)). The Assignor shall, promptly after payment in full for all amounts due under the Current Note, as set forth in the Payoff Letter(s), deliver to Assignee the originals of the Current Note, the Mortgage and all other Assigned Documents to the extent noted as "[original]" on Exhibit "A".

3. **Assignment of Documents.** Except as set forth above, Assignor does hereby transfer, assign and convey unto Assignee, its successors and assigns, without warranty, representation or recourse, all right, title and interest of Assignor in and to the Indebtedness, the Current Note, Mortgage and all other Loan Documents.

4. **Successors and Assigns.** This Assignment shall inure to the benefit of the successors and assigns of the Assignor and the Assignee, and shall be binding upon the successors and assigns of the Assignor and the Assignee.

TO HAVE AND TO HOLD the Loan Documents unto Assignee, its successors and assigns, forever.

[Signatures contained on the following page]

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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and the date above written.

BANK OF AMERICA, N.A.

By: *B. Gruber*
Brian Gruber
Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of March, 2016, by Brian Gruber, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of the bank. Said person (check one) is personally known to me or produced _____ as identification.

Barbara Cartas
Print Name: Barbara Cartas
Notary Public, State of Florida
Commission No.: FF 034914
My Commission Expires: 7-9-17



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EXHIBIT "A"

(Loan Documents)

1. Promissory Note dated September 7, 2004, in the principal amount of \$6,000,000.00 [original]
2. Amended and Restated Promissory Note dated April 11, 2005, in the principal amount of \$6,000,000.00 [original]
3. Second Amended and Restated Promissory Note dated September 21, 2005, in the principal amount of \$6,885,000.00 [original]
4. Note Modification Agreement dated effective as of December 1, 2005 [original]
5. Note Modification Agreement dated effective as of November 24, 2008 [original]
6. Third Amended and Restated Promissory Note dated May 17, 2010, in the principal amount of \$6,007,514.75 [original]
7. Amendment No. One to Third Amended and Restated Promissory Note dated as of January 25, 2013 [original]
8. Amendment No. Two to Third Amended and Restated Promissory Note dated as of March 4, 2015 [original]
9. Fourth Amended and Restated Promissory Note dated April 13, 2015, in the principal amount of \$8,800,000.00 (the "Current Note") [original]
10. Construction Mortgage, Assignment and Fixture Filing dated September 7, 2004, recorded September 10, 2004 as Document No. 0425439087, with the Cook County, Illinois Recorder of Deeds.
11. Modification of Loan Documents dated September 2, 2005, recorded October 21, 2005 as Document No. 0529405155, with the Cook County, Illinois Recorder of Deeds.
12. Modification of Loan Documents dated May 17, 2010, recorded May 28, 2010 as Document No. 1014833021, with the Cook County, Illinois Recorder of Deeds.
13. Modification of Loan Documents dated April 13, 2015, recorded May 6, 2015 as Document No. 1512616053, with the Cook County, Illinois Recorder of Deeds.
14. Chicago Title Insurance Company Loan Policy No. 1401-008238655-D2
[Any Additional Endorsements from 12/28/04 to October 21, 2005]
15. Date Down Endorsement 1L extending the effective date to May 28, 2010

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16. Date Down Endorsement 1B (Increased Insurance) extending the effective date to May 6, 2015 [original]

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EXHIBIT "B"

(Financing Statements)

1. UCC Financing Statement filed December 30, 2003 with the Secretary of State of Illinois under No. 8031231.
2. UCC Financing Statement Amendment (8031231) filed June 13, 2007 with the Secretary of State of Illinois under No. 8876100.
3. UCC Financing Statement Amendment – Continuation (8031231) filed September 11, 2008 with the Secretary of State under No. 8945850.
4. UCC Financing Statement Amendment - Continuation (8031231) filed July 22, 2013 with the Secretary of State under No. 09251926.
5. UCC Financing Statement filed September 14, 2004 with the Secretary of State of Illinois under No. 9072829.
6. UCC Financing Statement – Continuation (9072829) filed April 7, 2009 with the Secretary of State of Illinois under No. 08980003.
7. UCC Financing Statement Amendment – Continuation (9072829) filed August 22, 2014 with the Secretary of State under No. 09314337.