

UNOFFICIAL COPY



Doc#: 1613119098 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/10/2016 11:40 AM Pg: 1 of 10

**THIS INSTRUMENT
PREPARED BY
AND WHEN RECORDED,
RETURN
TO:**

Kevin A. Sullivan, Esq.
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

**PERMANENT INDEX
NUMBERS:**

*THIS SPACE RESERVED FOR RECORDERS USE ONLY
(TO BE RECORDED IN THE REAL PROPERTY
RECORDS OF COOK COUNTY, ILLINOIS)*

iSTAR INC. (f/k/a iSTAR FINANCIAL INC.), as Agent
(Assignor)

to

BANK OF THE OZARKS
(Assignee)

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

CCRD REVIEWER 

10F2 T-B-L2
8977824
8977723

UNOFFICIAL COPY

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

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Assignment**") made and entered into as of the 9th day of May, 2016, is made by **iSTAR INC. (f/k/a iSTAR FINANCIAL INC.)**, a Maryland corporation with an address at 1114 Avenue of the Americas, New York, New York 10036 ("**Assignor**"), as Agent, in favor of **BANK OF THE OZARKS**, an Arkansas state bank with an address at 8201 Preston Road, Suite 700, Dallas, Texas 75225 ("**Assignee**").

WITNESSETH

WHEREAS, reference is made to that certain Construction Loan and Security Agreement (the "**Loan Agreement**") dated as of April 30, 2015 among Assignor, as agent, **iStar WEST WALTON LENDER LLC**, a Delaware limited liability company, as Lender ("**iStar Lender**") and **9 West Walton Condominium Developer LLC**, as Borrower ("**Borrower**"), and to the loan made pursuant thereto in the principal amount of up to One Hundred Sixty-Nine Million and No/100 Dollars \$169,000,000.00 (the "**Loan**"), which Loan is evidenced by that certain Promissory Note given by Borrower to iStar Lender (the "**Note**") and certain other documents as described in the Loan Agreement (collectively with the Loan Agreement and the Note, the "**Loan Documents**");

WHEREAS, the Note and the Loan are secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing and made by Borrower, as Mortgagor, in favor of Assignor, as Mortgagee and administrative agent for the lenders who are from time to time party to the Loan Agreement, dated as of April 30, 2015 and recorded on April 30, 2015, with the Official Public Records in Cook County, Illinois, as Document No. 1512041146 (the "**Security Instrument**"), such Security Instrument encumbering premises described therein located in the county of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto (as and to the extent provided in the Security Instrument);

WHEREAS, contemporaneously herewith Assignor is assigning all rights of Agent under the Loan Documents to Assignee and Lender is assigning its rights under the Note and the Loan to the Assignee pursuant to certain documents including that certain Assignment and Assumption Agreement, dated as of the date hereof, by and among Assignor, iStar Lender and Assignee (the "**Assignment and Assumption Agreement**");

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows.

Assignor hereby assigns, conveys, grants, sets over and transfers to Assignee all of Assignor's right, title and interest in and to the Security Instrument, together with all of Assignor's right, title and interest, in and to all notes and contracts described or referred to in the

UNOFFICIAL COPY

Security Instrument, all guarantees of the Security Instrument, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Security Instrument.

This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is made with such representations and warranties by Assignor as are set forth in the Assignment and Assumption Agreement.

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

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES ON NEXT PAGE]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WITNESSES:

Anna M. Carrillo

Printed Name: Anna M. Carrillo

Elizabeth M. Carlson

Printed Name: Elizabeth M. Carlson

ASSIGNEE:

BANK OF THE OZARKS

By: Dan Thomas

Name: Dan Thomas

Title: President -

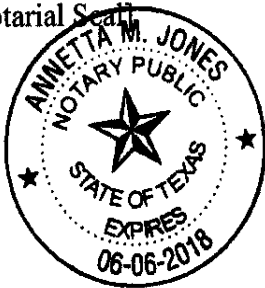
Real Estate Specialties Group

STATE OF Texas)
COUNTY OF Dallas) ss.

On this 22nd day of April, 2016, personally came before me Dan Thomas, the Authorized Signatory of BANK OF THE OZARKS, and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Notarial Seal]



Annetta M. Jones
Name: Annetta M. Jones
Notary Public, State of TEXAS
My Commission: 12571830-2

UNOFFICIAL COPY

EXHIBIT A

[Legal Description to be Attached]

Property of Cook County Clerk's Office

UNOFFICIAL COPY**Item No. 17 continued:**

DEBTOR NAME: 9 WEST WALTON CONDOMINIUM DEVELOPER LLC

SCHEDULE A-1**PARCEL 1:**

LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, BEING A RESUBDIVISION OF LOTS 1 TO 9, INCLUSIVE, IN E. H. SHELDON'S SUBDIVISION OF BLOCK B OF SHELDON AND RUMSEY'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 AND ALL OF BLOCK 9 IN BUSHNELL'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOGETHER WITH LOTS 1 TO 8, INCLUSIVE, IN HENRY STRONG'S SUBDIVISION OF LOTS 10 TO 16 IN E. H. SHELDON'S SUBDIVISION OF BLOCK B AFORESAID AND THAT PART OF BLOCK 11 (EXCEPT THE NORTH 100 FEET THEREOF) IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES, RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AS AMENDED BY FIRST AMENDMENT RECORDED 4-30-15 AS DOCUMENT NUMBER 1512041141 ADDING PERPETUAL NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AND UPON AND ACROSS A PORTION OF THE WALTON SOUTH GARAGE PARCEL; TO UTILIZE GARAGE RAMPS AND DRIVE AISLES; TO INSTALL, MAINTAIN AND REPAIR, FIRE DOORS; TO INSTALL, MAINTAIN AND REPAIR EQUIPMENT AND SENSORS; STRUCTURAL SUPPORT AND SHARED SUPPORT FACILITIES; TEMPORARY CONSTRUCTION INSTALLATIONS; AND TEMPORARY EASEMENT FOR INSTALLATION AND CONSTRUCTION OF VEHICULAR GARAGE ACCESS IMPROVEMENTS.

PARCEL 3:

NON-EXCLUSIVE TEMPORARY CONSTRUCTION CRANE SWING EASEMENT AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS: TEMPORARY CONSTRUCTIONS EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS TEMPORARY CONSTRUCTIONS EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

Address: 9 West Walton Street, Chicago, Illinois 60610

Property Identification Number: 17-04-435-031-0000

UNOFFICIAL COPY

SCHEDULE A-2

LEGAL DESCRIPTION OF PARKING UNITS

PARCEL 1:

UNITS GU-225, GU-226, GU-228, GU-229, GU-233, GU-234, GU-241, GU-242, GU-243, GU-244, GU-245, GU-247, GU-248, GU-249, GU-250, GU-251, GU-252, GU-253, GU-254, GU-255, GU-256, GU-257, GU-258, GU-259, GU-260, GU-261, GU-262, GU-263, GU-266, GU-267, GU-268, GU-269, GU-270, GU-271, GU-272, GU-273, GU-274, GU-275, GU-276, GU-277, GU-278, GU-281, GU-282, GU-283, GU-284, GU-287, GU-288, GU-289, GU-290, GU-291, GU-293, GU-295, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305 AND GU-306, IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, NOW KNOWN AS LOT 1 IN WALTON ON THE PARK SOUTH SUBDIVISION, RECORDED JULY 27, 2010 AS DOCUMENT 1020834063, A RESUBDIVISION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 1014716029.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS TEMPORARY CONSTRUCTION EASEMENTS AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE DECLARATION OF EASEMENTS FOR MUTUAL ENCROACHMENTS AND MAINTENANCE OF FACILITIES: WALTON MANSIONS AND WALTON SOUTH RECORDED MARCH 19, 2009 AS DOCUMENT NUMBER 0907822030.

UNOFFICIAL COPY

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENT, INSTALLATION AND MAINTENANCE OF CONNECTION DEVICES FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES RECORDED MAY 11, 2010 AS DOCUMENT NUMBER 1013118085, AS AMENDED BY FIRST AMENDMENT RECORDED ' 4-30-15' AS DOCUMENT NUMBER 1512041141 ADDING A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER FUTURE WALTON NORTH IMPROVEMENTS IN ORDER TO INSTALL, MAINTAIN AND REPAIR EQUIPMENT AND SENSORS FOR THE GARAGE BARRIER DOOR BETWEEN WALTON NORTH IMPROVEMENTS AND WALTON SOUTH IMPROVEMENTS.

Address: 2 West Delaware Place, Chicago, Illinois 60610

Property Identification Numbers:

17-04-435-034-1418 AFFECTS UNIT GU-225
 17-04-435-034-1419 AFFECTS UNIT GU-226
 17-04-435-034-1420 AFFECTS UNIT GU-228
 17-04-435-034-1421 AFFECTS UNIT GU-229
 17-04-435-034-1424 AFFECTS UNIT GU-233
 17-04-435-034-1425 AFFECTS UNIT GU-234
 17-04-435-034-1432 AFFECTS UNIT GU-237
 17-04-435-034-1433 AFFECTS UNIT GU-242
 17-04-435-034-1434 AFFECTS UNIT GU-243
 17-04-435-034-1435 AFFECTS UNIT GU-244
 17-04-435-034-1436 AFFECTS UNIT GU-245
 17-04-435-034-1438 AFFECTS UNIT GU-247
 17-04-435-034-1439 AFFECTS UNIT GU-248
 17-04-435-034-1440 AFFECTS UNIT GU-249
 17-04-435-034-1441 AFFECTS UNIT GU-250
 17-04-435-034-1442 AFFECTS UNIT GU-251
 17-04-435-034-1443 AFFECTS UNIT GU-252
 17-04-435-034-1444 AFFECTS UNIT GU-253
 17-04-435-034-1445 AFFECTS UNIT GU-254
 17-04-435-034-1446 AFFECTS UNIT GU-255
 17-04-435-034-1447 AFFECTS UNIT GU-256
 17-04-435-034-1448 AFFECTS UNIT GU-257
 17-04-435-034-1449 AFFECTS UNIT GU-258
 17-04-435-034-1450 AFFECTS UNIT GU-259
 17-04-435-034-1451 AFFECTS UNIT GU-260
 17-04-435-034-1452 AFFECTS UNIT GU-261
 17-04-435-034-1453 AFFECTS UNIT GU-262
 17-04-435-034-1454 AFFECTS UNIT GU-263
 17-04-435-034-1457 AFFECTS UNIT GU-266
 17-04-435-034-1458 AFFECTS UNIT GU-267
 17-04-435-034-1459 AFFECTS UNIT GU-268
 17-04-435-034-1460 AFFECTS UNIT GU-269
 17-04-435-034-1461 AFFECTS UNIT GU-270

UNOFFICIAL COPY

17-04-435-034-1462 AFFECTS UNIT GU-271
17-04-435-034-1463 AFFECTS UNIT GU-272
17-04-435-034-1464 AFFECTS UNIT GU-273
17-04-435-034-1465 AFFECTS UNIT GU-274
17-04-435-034-1466 AFFECTS UNIT GU-275
17-04-435-034-1467 AFFECTS UNIT GU-276
17-04-435-034-1468 AFFECTS UNIT GU-277
17-04-435-034-1469 AFFECTS UNIT GU-278
17-04-435-034-1472 AFFECTS UNIT GU-281
17-04-435-034-1473 AFFECTS UNIT GU-282
17-04-435-034-1474 AFFECTS UNIT GU-283
17-04-435-034-1475 AFFECTS UNIT GU-284
17-04-435-034-1478 AFFECTS UNIT GU-287
17-04-435-034-1479 AFFECTS UNIT GU-288
17-04-435-034-1480 AFFECTS UNIT GU-289
17-04-435-034-1481 AFFECTS UNIT GU-290
17-04-435-034-1482 AFFECTS UNIT GU-291
17-04-435-034-1483 AFFECTS UNIT GU-293
17-04-435-034-1484 AFFECTS UNIT GU-295
17-04-435-034-1487 AFFECTS UNIT GU-299
17-04-435-034-1488 AFFECTS UNIT GU-300
17-04-435-034-1489 AFFECTS UNIT GU-301
17-04-435-034-1490 AFFECTS UNIT GU-302
17-04-435-034-1491 AFFECTS UNIT GU-303
17-04-435-034-1492 AFFECTS UNIT GU-304
17-04-435-034-1493 AFFECTS UNIT GU-305
17-04-435-034-1494 AFFECTS UNIT GU-306

County Clerk's Office

4838-2769-6943v.1 49265-519 4/1/2016