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ASSIGNMENT DIVISION P.O. BOX 1710 CAMPBELL, CA 95009-1710

ASSIGNMENT OF MORTGAGE AND 93077915 ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

> This ASSIGNMENT constitutes (i) an ASSIGNMENT OF MORTGAGE made and entered into as of the 27th day of November, 1991 from PRUDENTIAL FUNDING CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey having an address at 745 Broad Street, Newark, New Jersey 07101 ("PFC"), and from PFC to PRODENTIAL REALTY SECURITIES II, INC., a corporation duly organized and existing under the laws of the State of Delaware having an address at 745 Broad Street, Newark, New Jersey 07101 ("PRSII"), and from PRSII to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a mutual life insurance corporation duly organized and existing under the laws of the State of New Jersey having an address at 745 Broad Street, Newark, New Jersey 07101 ("Prudential"), and from Prudential to SECURITY PACIFIC NATIONAL BANK, a duly organized and exigting national banking association having an address at 555 Anton Boulevard, BC-071, Costa Mesa, California 92626, as Trustee under the Trust Agreement, dated as of November 1, 1991, among Prudential, as seller, Prudential, as servicer, and Security Pacific National Bank, as trustee, relating to the Beries 1991-A Mortgage Trust Mortgage Pass-Through Certificates ("Assignee"), and (ii) an ASSIGNMENT OF ASSIGNMENT OF LUASES AND RENTS made and entered into as of the same date from Prudential to PFC, and from PFC to PRSII, and from PRSII to Prudential, and from Prudential to Assignee.

WHEREAS, PFC desires to assign and transfer to PRSII all right, title and interest in, to and under the mortgage described below and the note(s) and other obligations described therein;

WHEREAS, PRSII thereafter desires to assign and transfer to Prudential all right, title and interest in, top and under the mortgage described below and the note(s) and T other obligations described therein;

WHEREAS, Prudential thereafter desires to assign and transfer to Assignee all right, title and interest in, to and under the mortgage described below and the note(s) and other obligations described therein;

WHEREAS, Prudential desires to assign and transfer to PFC all right, title and interest in, to and under the separate assignment of leases and rents, if any, described below:

WHEREAS, PFC thereafter desires to assign and transfer to PRSII all right, title and interest in, to and under the separate assignment of leases and rents, if any, described below:

WHEREAS, PRSII thereafter desires to assign and transfer to Prudential all right, title and interest in, to and under the separate assignment of leases and rents, if any, described below; and

WHEREAS, Prudential thereafter desires to assign and transfer to Assignee all right, title and interest in, to (in) under the separate assignment of leases and rents, if any, lescribed below.

NOW, THEREFORE, in accordance with the foregoing premises and for good and valuable consideration,

- (a) PFC. FOR VALUE RECEIVED, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto PRSII, its successors, transferrees and assigns forever, all the rights, title and interest of PFC in and to the mortgage described below and the note(s) and other obligations described therein;
- (b) PRSII, FOR VALUE PECEIVED, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto Prudential, its successors, transferred, and assigns forever, all the rights, title and interest of PFC in and to the mortgage described below and the note(s) and other obligations described therein:
- (c) Prudential, FOR VALUE RECEIVED, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors, transferrees and assigns forever, all the rights, title and interest of Prudential in and to the mortgage described in Part I of Schedule A attached hereto and made a part hereof, as amended to the date hereof, and recorded in the clerk's office of the jurisdiction and at the volume and page numbers or as the document number all as set forth in such Part I;
- (d) Prudential, FOR VALUE RECEIVED, does by these presents hereby grant, bargain, sell, assign,

transfer and set over unto PFC, its
successors, transferrees and assigns forever,
full the rights, title and interest of
Prudential in and to the separate assignment
of leases and rents, if any, described below
scalating to said mortgage;

- (e) PFC, FOR VALUE RECEIVED, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto PRSII, its successors, transferrees and assigns forever, all the rights, title and interest of PFC in and to the separate assignment of leases and trents, if any, described below relating to said mortgage;
- PRSII, FOR VALUE RECEIVED, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto Prudential, its successors, transferrees and assigns forever, all the rights, title and interest of PFC in and to the separate assignment of leases and rents, 1 any, described below relating to said mortgage; and
- presents hereby grant, bargain, sell, assign, transfer and sec over unto Assignee, its successors, transferrees and assigns forever, all the rights, title and interest of Prudential in and to the separate assignment of leases and rents, if any, relating to said mortgage and described in Fart III of Schedule A attached hereto and made a part hereof, as amended to the date hereof, and recorded in the clerk's office of the jurisdiction and at the volume and page numbers or as the document number all as set forth in such Part III.

The real property encumbered by the above-described mortgage and separate assignment of leases and rents, if any, is described in <u>Schedule B</u> attached hereto and incorporated herein.

Together with the Assignment(s) of said mortgage described in Part II of Schedule A attached hereto and made a part hereof and recorded in the clerk's office of the jurisdiction and at the volume and page numbers or as the document number all as set forth in such Part II.

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Proberty of Cook County Clerk's Office

Together with the Assignment(s) of such separate assignment of leases and rents, if any, described in Part IV of Schedule 1 attached hereto and made a part hereof and recorded in the clerk's office of the jurisdiction and at the volume and page numbers or as the document number all as set forth in such Part IV.

Together with any and all notes and obligations described in said mortgage, the debt secured thereby and all sums of money due and to become due thereon, with the interest, and all rights accrued or to accrue under said mortgage and each of PFC, PRSII and Frudential hereby irrevocably appoints Assignee its attorney irrevocable to collect and receive said debt and to foreclose, enforce and satisfy said mortgage the same as it might or could have been done were these presents not executed but at the cost and expense of said Assignee.

This Assignment is made without recourse, representation or walranty.

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IN WITNESS WHEREOF, each of PFC, PRSII and Prudential has caused these presents to be executed in its proper name by its Vice President and attested to by its Assistant Secretary and its corporate seal to be hereunto affixed this 21st day of November, 1991.

PRUDENTIAL FUNDING CORPORATION

rry L. Alexander Vice President

ATTEST:

Peter Rukeyser Assistant Secretary (Corporate Seal)

Signed, Sealed and delivered

in our presence:

DEPT-OF FECO IDINGS TH0000 TRMP 0:67 01/29/93 15:19:00 #~~~~~~~~~~~~***** GOOK COUNTY SECONDER

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PRUDENTIAL REALTY SECURITIES II, INC.

By andrew & Andrew Semegen Vice President

Assistant Secretary

(Corporate Seal)

Signed, Smaled and delivered in our presence:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Wica President

ATTEST:

Gilmer Towell

Assistant Secretary

(Corporate Seal)

Signed, Sealed and delivered

in our presence:

Althess: Dorean Melillo

Property of Cook County Clerk's Office

STATE OF NEW JERSEY \$8.: COUNTY OF ESSEX

On the 21st day of November, nineteen hundred and ninety-one, before me came Terry L. Alexander and Peter Rukeyser, to me known, who, being by me duly sworn, did depose and say that they reside at 211 East 51st Street, New York, New York and at 35 Sterling Road, Greenwich, Connecticut, respectively, that they are the Vice Fresident and Assistant Secretary, respectively, of PRUDENTIAL FUNDING CORPORATION, the corporation described in and which executed the foregoing instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that they signed their names thereto by like order. Coot County Clert's Office

My commission expires:

KELLY A. WALSH NOTARY PUBLIC OF NEW JERSEY My Commission Expires June 12, 1992

This document prepared by:

Arthur S. Adler, Esq. Sullivan & Cromwell 250 Park Avenue New York, New York 10177

STATE OF NEW JERSEY)

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COUNTY OF ESSEX

On the 21st day of November, nineteen hundred and ninety-one, before me came Andrew Semegen and Dale Fathe-Aazam, to me known, who, being by me duly sworn, did depose and say that they reside at 32 Deerfield Road, Whippany, New Jersey and at 26 Edgemont Avenue, Summit, New Jersey, respectively, that they are the Vice President and Assistant Secretary, respectively, of PRUDENTIAL FEALTY SECURITIES II, INC., the corporation described in, and which executed the foregoing instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that they signed their names thereto by like order.

Notary Public

My commission expires:

(Notarial Seal)

KELLY A. WALSH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 12, 1982

This document prepared by:

Arthur S. Adler, Esq. Sullivan & Cromwell 250 Park Avenue New York, New York 10177

Property of Coot County Clark's Office

STATE OF NEW JERSEY)

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COUNTY OF ESSEX

On the 21st day of November, nineteen hundred and ninety-one, before me came Michael Fitzgerald and S. Gilmer Towell, to me known, who, being by me duly sworn, did depose and say that they reside at 202 Dearfield Lane, North Pleasantville, New York and at 96 Old Hollow Road, Short Hills, New Jersey, respectively, that they are the Vice President and Assistant Secretary, respectively, of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, the corporation described in, and which executed the foregoing restrument; that they know the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that they signed their names thereto by like order.

Notally Public

My commission expires:

(Notarial Seal)

KELLY A. WALSH HOTARY PUBLIC OF NEW JERSEY My Commission Expires June 12, 1992

This document prepared by:

Arthur S. Adler, Esq. Sullivan & Cromwell 250 Park Avenue New York, New York 10177

Property of Cook County Clark's Office

State: IL

Loan No.: 6035775

Schedule A

Part I

Mortgagor: Howard-Caldwell Building Corporation

Mortgagee: Prudential Insurance Company of America

Original Principal Amount: \$2,100,000.00

Date of Mortgage 12/6/68

Recording Date: 12/11/68

Jurisdiction

of Recordstion: Gook County

Recording

Information: 20701568

Part II

Assignor: The Prudential Insurance Company of America

Assignes: Prudential Funding Corp.

Date of Assignment: 1/25/85

Recording Date:

Jurisdiction of

Recordation: Gook Gounty

Recording

Information: 27447971

Part III

Assignor: Howard-Caldwell Building Corporation

Assignee: The Prudential Insurance Company of America

Dato of Assignment

of Leases and Rents: 8/1/68 Recording Date: 12/11/68

Juriadiction of

Recordation: Cook County

Recording

Information: 2426122

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Part IV

None

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Market Comments of the Comment

SCHEDULE B

6035775

PARCEL A: Thes park of lets 1, 2, 3 and is (taken as a trust) described as follows: Mighinging at the Rest line of the Park Argents, at a point 15.00 feet North of the Sauthenest expect of said Lat 3; theses Mast, parallel to the South line of said Lats 3 and h. for a distance of 190.78 feet; themes Marth, parallel to the Rest line of said Oak Park Argents, for a distance of 192.17 feet; themes Mast, at 90° to the last described esures, 390.50 feet, to the Rest line of said Oak Park Argents, 107.06 feet to the point of heginnings all in Zen of Master's Industrial Park, being a stadistics in Section 30 and Jama Miradia. Rest Rest II. Resp. of the Third Park All Martines, in Gook County, Illinois.

MARCE. 2. Late 1, 3, 3 and 1, - taken as a treet, - except that part described as Follows: Segments at the Southwest source of said Lot 3; theses East, along the South 11-m of said Lots 3 and 1, 735.65 feet, to the Mast line of Caldwell Avenue, 11.65 feet; Avenue, thence Morth, clong the West line of said Caldwell Avenue, 31.65 feet; Avenue, thence Morth, clong the Morth of said Lots 3 and 1, for citiespace of Millish to the South line of said Lots 3 and 1, for citiespace of Millish 15.00 feet and parellel to the South line of said Lots 3 and 1, for citiespace of 390.78 feet, no the Rest line of said Ont Park Avenue, thence South, along the East line of Lot Park Avenue, 15.00 feet, to the point of beginning along the East line of Cak Park Avenue, 15 the point of the Park Avenue, 15 the point of the Park Avenue, 15 the point of the Park Avenue, 15 the point South line of Said Lot 3 and 1, for a disvaged of 390.78 feet, parelled to the East 11 of Said Lot 3 and 1, for a disvaged of 390.78 feet, parelled to the East Line of said Cak Park Avenue, for a disverse of 372.17 feet; thence Mast, 2 and to the Last described course, 390.50 feet, to the East Line of said Cak Park Avenue, 15 and 1, for a disvaged of 390.70 feet, the East Line of said Cak Park Avenue, 15 and 1, for a disvaged of 390.70 feet, the East Line of said Cak Park Avenue, 15 and 1, for a disvaged of 390.70 feet, the East Line of said Cak Park Avenue, there south, along the East Line of said Cak Park Avenue, 15 and 1, for a disvaged of 390.70 feet, the East Line of said Cak Park Avenue, there south, along the East Line of said Cak Park Avenue, there south, along the East Line of said Cak Park Avenue, there south, along the Avenue, there are the East Line of said Cak Park Avenue, there south as the East Line of said Cak Park Avenue, there south as the East Line of said Cak Park Avenue, the Cak Park Avenue the Cak Park Avenue, the Cak Park Avenue the Cak Park Avenue the C

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