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AND WHEN RECORDED MAIL TO:

Doc#: 0727022135 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/27/2007 03:14 PM Pg: 1 of 3

Return acknowledgment to: \_\_\_\_\_, Agent



**Capitol Services, Inc.**  
P.O. Box 1831 Austin, TX 78767  
800/345-4647

Space Above Line For Recorder's Use Only  
COLLATERAL ASSIGNMENT  
OF MORTGAGE AND LOAN DOCUMENTS

This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made as of August 31<sup>st</sup>, 2007 by TenRock Capital Fund, LP, a Delaware limited partnership ("Assignor") in favor of WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as administrative agent for the lenders pursuant to the Loan and Security Agreement defined below (in such capacity, "Assignee"), as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys, and transfers to Assignee, for the benefit of Assignee and Lenders (as defined in the Loan and Security Agreement) as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement) all of Assignor's right, title, and interest in and to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated 8<sup>th</sup> day of May, 2007, executed by Landmark Condo Development LLC, an Illinois limited liability company, recorded on May 15<sup>th</sup>, 2007 in the real estate records of Cook County, Illinois as Doc# 0713526124 thereof (hereinafter called the "Mortgage") and certain Mortgage Modification Agreement dated 25<sup>th</sup> day of June, 2007, executed by Landmark Condo Development LLC, an Illinois limited liability company, recorded on July 11<sup>th</sup>, 2007 in the real estate records of Cook County, Illinois as Doc# 0719233175 thereof (hereinafter called the "Mortgage Modification"), describing certain real property therein (the "Real Property") as: **"Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description"** TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.
2. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
3. This Assignment is being delivered pursuant to that certain Loan and Security Agreement, dated as of September 4<sup>th</sup>, 2007, among Assignor, Assignee, and each lender from time to time partly thereto.
4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

# UNOFFICIAL COPY

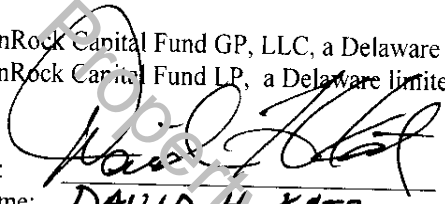
5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

TenRock Capital Fund GP, LLC, a Delaware limited liability company as General Partner of TenRock Capital Fund LP, a Delaware limited partnership

By:   
Name: DAVID H. KATZ  
Title: Co Manager

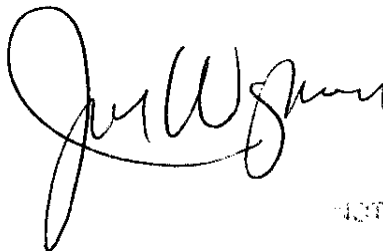
STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 27th August, 2007 by David H. Katz, as Co- Manager of TenRock Capital Fund GP, LLC, a Delaware limited liability company, the General Partner of TenRock Capital Fund LP, a Delaware limited partnership, on behalf of the limited partnership. He personally appeared before me and is personally known to me or produced HIS DRIVER'S as identification and did not take an oath. LICENSE

Notary:

[NOTARIAL SEAL]

Print Name: JOSE A. VAZQUEZ  
Notary Public, State of NEW YORK  
My commission expires: 9/21/07



JOSE A. VAZQUEZ  
NOTARY PUBLIC STATE OF NEW YORK  
#01VA6099382  
QUALIFIED IN BRONX COUNTY  
COMMISSION EXPIRES 09-29-2007

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## Exhibit A- Legal description

LOTS 21, 22 AND 23 IN R. F. BICKERDIKE'S SUBDIVISION OF THAT PART NORTH OF ELSTON AVENUE IN BLOCK 2 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK, A SUBDIVISION IN THE NORTHEAST  $\frac{1}{4}$  OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-23-222-008-0000

Property of Cook County Clerk's Office