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RECORDATION REQUESTED BY:

Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

WHEN RECORDED MAIL TO: Standard Bank and Trust Company 7800 West 95th Street

Hickory Hills, IL 60457

SEND TAX NOTICES TO: Standard Bank and Trust Company 7800 West 95th Sແອລະ Hickory Hills, IL 60453



Doc#: 0927439023 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/01/2009 01:18 PM Pg: 1 of 12

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by: Mary B. Towey, Loan Documer tation Specialist Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 29, 2009, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 20636, dated August 18, 2009, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit "A" attached hereto and incorporated herein by this reference

The Property or its address is commonly known as See Exhibit "A" attached hereto and incorporated herein by this reference, Chicago, IL. The Property tax identification number is See Exhibit "A" attached hereto and incorporated herein by this reference.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in

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Loan No: 4025619001 (Continued) Page 2

Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Assignment shall not secure additional loans or obligations unless and until such notice is given.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in confection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

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ASSIGNMENT OF RENTS (Continued)

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Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and riay act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement ic Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have regrormed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbu sed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment to Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due

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Loan No: 4025619001

(Continued)

during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Crantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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ASSIGNMENT OF RENTS (Continued)

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Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Postession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may sarve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all (the rights and remedies provided in this Assignment or the Note or by law

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or values any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any cour costs, in addition to all other sums provided by law.

PARTIAL RELEASE OF COLLATERAL. Provided Borrower is not otherwise in Default under any of the Related Documents, in the event one or more of the condominium units which make up all or part of the Collateral for the Loan is sold or refinanced during the life of the Loan, Lender will be paid \$158,181.82 from the net proceeds of sale or refinance (the "Release Fee"), which funds will be applied to the outstanding principal balance of the Note. In addition to payment of the Release Fee, Borrower is required to pay Lender an additional sum of \$18,182.00 per condominium unit sold or refinanced as and for payment of the per unit deferred portion of the purchase price of the Collateral ("Deferred Payment") to be applied by Lender to Seller's indebtedness with Lender. At maturity of the Note whether by acceleration or otherwise according to the terms of the Note, Borrower will pay Lender all sums due Lender under the Related Documents plus \$18,182.00 per remaining condominium unit to be applied by Lender to Seller's indebtedness with Lender. Upon receipt of such Release Fee and Deferred Payment in good funds, Lender will issue its partial release of Mortgage and Assignment of Rents as to the condominium unit sold or refinanced.

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(Continued) Loan No: 4025619001 Page 6

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisior.s. This Assignment has been accepted by Lender in the State of Illinois.

Joint and Severe! Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Somower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no marger of the interest or estate created by this assignment with any other interest or estate in the Property at any time neld by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed in have been used in the plural where the context and construction so require. (2) If more than one person signa to a Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names give 1 to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to intermet or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have weived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right scherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lengar's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or

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ASSIGNMENT OF RENTS

Loan No: 4025619001 (Continued) Page 7

unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Examption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means HMMC, LLC, Standar 1 Series.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the event of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Standard Bank and Trust Company, not parsonally but as Trustee under that certain trust agreement dated August 18, 2009 and known as Trust No. 2065C.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation print of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Standard Bank and Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note dated September 29, 2009, **in the original principal amount of \$1,581,818.19** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate

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(Continued) Loan No: 4025619001

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on the Note is 6.000% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: 3 monthly consecutive interest payments, beginning November 1, 2009, with interest calculated on the unpaid principal balances at an interest rate of 6.000% based on a year of 360 days; 59 monthly consecutive principal and interest payments of \$9,322.73 each, beginning February 1, 2010, with interest calculated on the unpaid principal balances at an interest rate of 5.500% based on a year of 360 days; and one principal and interest payment of \$1,455,234.33 on January 1, 2015, with interest calculated on the unpaid principal balances at an interest rate of 5.500% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgaces, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means at of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and beneti's derived or to be derived from such leases of every kind and nature, whether due now or later, including without 'mitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

GRANTOR'S LIABILITY This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS **DOCUMENT IS EXECUTED ON SEPTEMBER 29, 2009.**

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ASSIGNMENT OF RENTS (Continued)

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GRANTOR:		
	COMPANY, not personally but as Trustee nt dated 08-18-2009 and known as Trust	
By: Authorized Signer for Standa	Patricia Ralphson, aVP	
By: Authorized Signer for Stands	Donna Diviero, ATO ard Bank and Trust Company	
	THUST ACKNOWLEDGMENT	
STATE OFIllinois) () () () () ()	
COUNTY OF Cook		
On this day or Public, personally appeared Bank and Company_TV	Patricia Ralphson, AVP,	the undersigned Notary of Standar
known to me to be authorized trus acknowledged the Assignment to be trust documents or, by authority of	of Standard Bank and Trust Company, Trustees or agents of the trust that executed the ASSIGN the free and voluntary act and deed of the trust, his statute, for the uses and purposes therein mentioned assignment and in fact executed the Assignment on be	GNMENT OF RENTS and y authority set forth in the down oath stated that
Notary Public in and for the State	Residing at	
Marananala dan annina	OFF SUS.	FICIAL SEAL AN J. ZELEK LIC, STATE OF ILLINOIS ON Expires Dec. 06, 2010

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EXHIBIT "A" LEGAL DESCRIPTIONS

PARCEL 1

Unit 1 together with its undivided percentage interest in the Common Elements in 7257 S. Merrill Condominium as delineated and defined in the Declaration recorded as Document No. 0713415036, in Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Exclusive use for Parking purposes in and to Parking Space No. P-2, a Limited Common Element, as set forth and defined in said Declaration of Condominium and Survey attached thereto, in Cook County, Illinois.

PIN: 20-25-209-032-1001

COMMONLY KIJOWN AS: 7257 S. Merrill Avenue, Unit 1, Chicago, IL 60649-3029

PARCEL 2

Unit 1-N 3986 S. Drexel Condominium as delineated on a Survey of the following described Real Estate: Lot 9 and that part of Lots 10 and 11 lying Westerly of the West line of Drexel Avenue in Block 16 in Wadsworth and Hood's Resubdivision of Blocks 15 and 16 in Cleaverville, in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, (Except that part of said Lot 9 conveyed by Charles C. Dana to South Park Commissioners by Deed dated December 20, 1869 and recorded in the Recorder of Deeds Office of Cook County, Illinois, in Book 580 of Deeds at Page 133) and (Except also that part of Lot 9, lying Vest of the Center Line of the Church Wall, being the West 55 9/12 Feet, more or less, measured on the North Line and 52 Feet 10 5/8 Inches, more or less measured on South Line of said Lot 9, which was conveyed by the South Congregational Society to Oakland Music Hall Company by Deed dated May 11, 1895 and recorded in the Recorder of Deeds Office of Cook County, Illinois as Document No. 225, 4922) in Cook County, Illinois; which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded 6/5/07 as Document Number 0715615079, together with its undivided percentage interest in the Common Elements.

The exclusive right to the use of Parking Spaces P-2 and S-5 for Unit 1N, Limited Common Elements as delineated on a Survey attached to the Declaration aforesaid recorded as Document Number 0708615083.

PIN: 20-02-101-016-1002

COMMONLY KNOWN AS: 3986 S. Drexel Blvd., Unit 1N, Chicago, IL 6)653-4662

PARCEL 3

Unit G together with its undivided percentage interest in the Common Elements in 6556 S. Kenwood Condominium as delineated and defined in the Declaration recorded as Document No. 0326539146, in the West ½ of the Northeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exclusive use for Parking purposes in and to Parking Space No. P-G, a Limited Common Element, as set forth and defined in said Declaration of Condominium and Survey attached thereto, in Cook County, Illinois

PIN: 20-23-212-074-1001

COMMONLY KNOWN AS: 6556 S. Kenwood Avenue, Unit G, Chicago, IL 60637-4484

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PARCEL 4

Unit 3N together with its undivided percentage interest in the Common Elements in 4010-12 S. Drexel Blvd., Condominium as delineated and defined in the Declaration recorded as Document No. 0706815126, in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exclusive use for Parking purposes in and to Parking Space No. P-6, a Limited Common Element, as set forth and defined in said Declaration of Condominium and Survey attached thereto, in Cook County, Illinois.

PIN: 20-02-105-031-1006

COMMONLY KNOWN AS: 4010 S. Drexel Blvd, Unit 3N, Chicago, IL 60653-4655

PARCEL 5

Unit 304 in the 4043 S. Drexel Condominiums as delineated on a Survey of the following described Real Estate: The Northeriy 69 Feet measured on the Westerly line of Lots 15 to 18 inclusive in Block 14 in Cleaverville, being in the Northwest Fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0623610100 together with its undivided percentage interest in the Compon Elements, all in Cook County, Illinois.

The exclusive right to the use of Parking Space -, a Limited Common Element as delineated on a Survey attached to the Declaration of Condominium afcresald recorded as Document Number 06323610100.

PIN: 20-02-106-057-1010

COMMONLY KNOWN AS: 4043 S. Drexel Blvd, Unit 304, Chicago, IL 60653-2470

PARCEL 6

Unit No. 2 in 6332 S. Ingleside Avenue Condominiums, as delineated or a Survey of the following described Real Estate:

The North ½ of Lot 96 (Except that part taken for an alley) in King & Ramsey's A idition to Woodlawn Ridge in the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0534119009, together with its undivided percentage interest in the Common Elements

PIN: 20-23-104-078-1002

COMMONLY KNOWN AS: 6332 S. Ingleside Avenue, Unit 2, Chicago, IL 60637-3620

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PARCEL 7

Unit 3309-2 in the 3305-3309 S. Michigan Avenue Condominiums as delineated on a Survey of the following described Real Estate:

Lots 45 and 46 in Block 6 in Wentworth's Subdivision of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0618834122 together with its undivided interest in the Common Elements, all in Cook County, Illinois.

P-2-3309 3309-5-2

The exclusive right to the use of Parking Space - and Storage Space -, a Limited Common Element as delineated care Survey attached to the Declaration of Condominium aforesaid recorded as Document Number 0018834122

PIN: 17-34-110 043-1005

COMMONLY KNOWN AS: 3309 S. Michigan Avenue, Unit 2, Chicago, IL 60615-3817

PARCEL 8

Unit 402 together with its undivided percentage interest in the Common Elements in Caitlin's Court Condominium as delineated and defined in the Declaration recorded as Document No. 0011029460, in the East ½ of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exclusive use for Parking purposes in and to Parking Space No. P-8, a Limited Common Element, as set forth and defined in said Declaration of Condominion and Survey attached thereto, in Cook County, Illinois.

PIN: 17-18-102-055-1014

COMMONLY KNOWN AS: 2136 W. Monroe Street, Unit 402, Chicago, IL 60612-3181

PARCEL 9

Unit 3309-3 in 3305-3309 S. Michigan Avenue Condominiums as delineated on a Survey of the following described Real Estate:

Lots 45 and 46 in Block 6 in Wentworth's Subdivision of the South 60 acres of the West ½ of the Northwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0618834122 together with its undivided interest in the Common Elements, all in Cook County, Illinois.

P-3-33cq 33cq-3-33 The exclusive right to the use of Parking Space - and Storage Space - a Limited Common Element as delineated on a Survey attached to the Declaration of Condominium aforesaid recorded as Document Number 0618834122.

PIN: 17-34-116-043-1006

COMMONLY KNOWN AS: 3309 S. Michigan Avenue, Unit 3, Chicago, IL 60617-3817