



**Prepared by and to be mailed to:**  
Boodell & Domanskis, LLC  
205 North Michigan Avenue, Suite 4307  
Chicago, Illinois 60601  
Attn: Alexander R. Domanskis, Esq.

**Doc#:** 1036222081 **Fee:** \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2010 03:30 PM Pg: 1 of 8

**Mail tax statement to:**  
Assignee's Contact Information:  
United Central Bank  
6335 North Western Avenue  
Chicago, Illinois 60659  
Attn: Pamela Spingola

## ASSIGNMENT OF PROMISSORY NOTE, MORTGAGE AND RELATED SECURITY INSTRUMENTS

KNOW THAT the **Federal Deposit Insurance Corporation, as Receiver of Mutual Bank** ("Assignor"), by United Central Bank, under a Limited Power of Attorney dated effective as of July 31, 2010 (a copy of which is attached as **Exhibit A**), for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant, sell, assign, transfer and convey unto **United Central Bank**, a Texas banking corporation ("Assignee"), whose address is 6335 North Western Avenue, Chicago, Illinois 60659, and its successors and assigns, all right, title and interest in and to the following, to have and to hold:

1. Mortgage, Security Agreement and Fixture Filing, Assignment of Rents and Leases, Guaranty, as amended, and any other related security agreements, guarantees and other collateral documents, and any Promissory Notes secured thereby, including without limitation the Promissory Note dated March 4, 2008 executed by Illinois Franklin Associates, LLC and 908 Halsted Associates LLC, in favor of Mutual Bank, as amended (collectively, the "Security Instruments"), certain of which are further described as follows:

- a. Mortgage, Security Agreement and Fixture Filing dated March 4, 2008, recorded with the Cook County Recorder of Deeds on March 6, 2008 as Document Number 0806603033;
- b. Assignment of Rents and Leases dated March 4, 2008, recorded with the Cook County Recorder of Deeds on March 6, 2008 as Document Number 0806603034;
- c. Guaranty dated March 4, 2008, executed by James D. Letchinger and Frederisk S. Latsko and the related Amendment to Promissory Note and Reaffirmation of Guaranty dated September 4, 2008, executed by James D. Letchinger and Frederick S. Latsko;

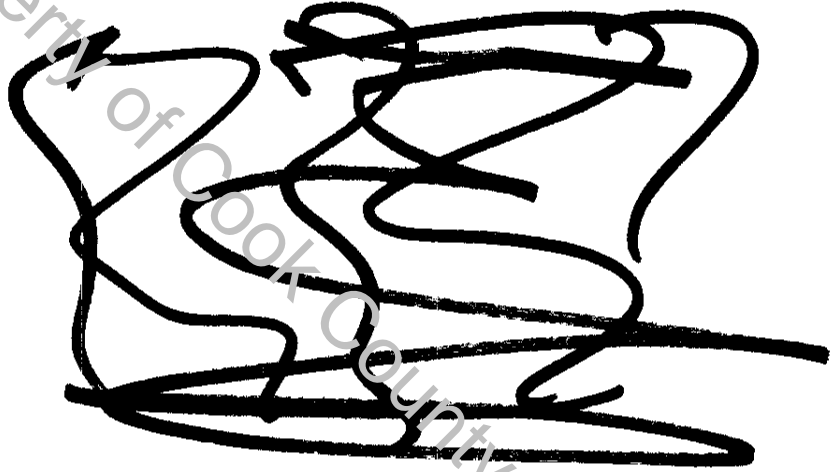


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## Exhibit A

### Limited Power of Attorney

Property of Cook County Clerk's Office



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201000288838

POA 1/5

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) of United Central Bank set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

R. Luke Lively, employee of United Central Bank  
 Mohammed Younus, employee of United Central Bank  
 Scott Tsai, employee of United Central Bank  
 Tim White, employee of United Central Bank  
 Nasr Khan, employee of United Central Bank  
 George Martin, employee of United Central Bank  
 James M. Wilber, employee of United Central Bank

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of Mutual Bank, ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of Mutual Bank including all loans formerly held by Mutual Bank to United Central Bank pursuant to that certain Purchase and Assumption Agreement, dated as of July 31, 2009 between Receiver, and United Central Bank.

2. Regarding indebtedness previously owned by the former Mutual Bank that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former Mutual Bank, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

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Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

\_\_\_\_\_  
Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION  
as Receiver of Mutual Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact

All other documents of assignment, conveyance, or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

3. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for.

This Limited Power of Attorney shall be effective from July 31, 2010, and shall continue in full force and effect through July 31, 2011, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.


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IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 10 day of November, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By:   
Name: James L. Parrish  
Title: Customer Service Manager  
Dallas Regional Office

Signed in the presence of:

  
Witness  
Name: REGINA RICHARDSON

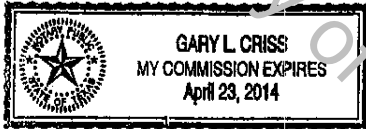
  
Witness  
Name: Cassandra Veadley

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**STATE OF TEXAS  
COUNTY OF DALLAS**

On this 10<sup>th</sup> day of November, 2010, before me, a Notary Public in and for the State of Texas appeared James L. Parrish, to me personally known, who, being by me first duly sworn did depose that he is Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said James L. Parrish, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

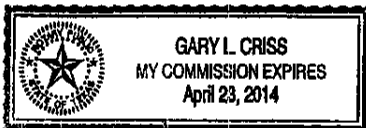
*Gary L. Criss*  
Notary Public  
My Commission expires: 4.23.2014



**STATE OF TEXAS  
COUNTY OF DALLAS**

On this 10<sup>th</sup> day of November, 2010, before me, a Notary Public in and for the State of Texas appeared REGINA RICHARDSON (witness #1) and Cassandra Veasley (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw James L. Parrish, Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.

*Gary L. Criss*  
Notary Public  
My Commission expires: 4.23.2014



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## Exhibit B

### Legal Description

PIN(S):17-09-244-004-0000  
17-09-244-005-0000  
17-09-244-006-0000  
17-09-244-007-0000  
17-09-244-008-0000

Common address: 212-232 West Illinois Street, Chicago, Illinois

LOTS 18, 19, 20, 21, 22, 23, 24, 25 AND 26 IN BLOCK 12 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS