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1236322061

Doc#: 1036322061 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.0

Cook County Recorder of Deeds
Date: 12/29/2010 02:22 PM Pg: 1 of 5

Prepared by, recording requested by, and when recorded mail to:
A10 Capital, LLC
Attn: Jackie Cox
950 W. Bannock Street, Suite 950
Boise, Idaho 83702

Address of Property: 3426 N. Kennicott Avenue,

1156 W. Shure Drive, and 1155 W. Dundee Road Arlington Heights, Illinois

Permanent Purcol Number(s): 03-07-102-007

Loan # AC-IL-GC-10-018-001

OF MORTGAGE AND LOAN DOCUMENTS

BOX 15

This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of December 10, 2010, by A10 Capital, LLC, a Delaware limited liability company ("Assignor"), with an address at 95°C W. Bannock Street, Suite 950, Boise, Idaho 83702, Attention: Jerry E. Dunn, Chief Executive Officer. in favor of Wells Fargo Capital Finance, LLC, a Delaware limited liability company ("Assignee"), vito an address at 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, Attention: Loan Portfolio Manage: - A10 Capital, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee, as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described below), all of Assignor's right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 16, 2010, executed by NAAOC, L.L.C., an Illinois limited trability company, recorded on December __, 2010 in the real estate records of Cook County, Illinois, as Document No. thereof (hereinafter called the "Mortgage"), describing certain real property there in (the "Real Property") as:

FIDELITY NATIONAL TITLE

Please refer to Exhibit A attached hereto and made a part hereoi 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.

2. 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

COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS - 1 Q.\Borrower\AC-IL-GC-10-018-001 (NAAOC)\u00e4 Loan Documents\Collateral Assignment of MTG (NAAOC)\u00e4doc

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connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

- 3. 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.
- 4. This Assignment is being delivered pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of May 28, 2010, as amended, restated, supplemented or otherwise modified from time to time, among Assignor, the lenders from time to time parties thereto, and Assignee, as agent.
- 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.
- 6. This A signment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.
- 7. 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.

A10 Carital, LLC, a Delaware rimited liability company

By: Dale Conder, Chief Risk Officer

Office

STATE OF IDAHO) ss. County of Ada)

This instrument was acknowledged before me, a notary public, on this 13th day of December, 2010, by Dale Conder, and the Rich Officer of A10 Capital, LLC, a Delaware limited liability company.

Notary Public for the State of Idaho

Name: Jacqueline C. Cox

My commission expires: July 19, 2011

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EXHIBIT A

Legal Description

Parcel 1:

That part of Lot 2 in Arlington Industrial and Research Center Unit No. 12, a resubdivision of Lots 2 and 3 in Arlington Industrial and Research Center Unit No. 9, being a subdivision in part of the Northwest 1/4 of Section 7, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1978 as Document 24533497, in Cook County, Illinois, described as follows: commencing at the northeast corner of Lot 2; thence South 80 argrees, 50 minutes, 12 seconds West along the most northerly line of said Lot 2 a distance of 56.0 feet to the Point of Beginning; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2 a distance of 194.0 feet; thence North 89 degrees, 55 minutes, 51 seconds West on a line perpendicular to the east line of said Lot 2 a distance of 124.0 feet, thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2 a distance of 141.0 feet; thence North 89 degrees, 55 minutes, 51 seconds West on a line per endicular to the east line of said Lot 2 a distance of 112.50 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2 a distance of 50.05 feet; hence North 89 degrees, 55 minutes, 51 seconds West on a line perpendicular to the east line of sald 1 ot 2 a distance of 285.68 feet to a point on the west line of said Lot 2, said point being 336.0 feet South of the northwest corner of said Lot 2; thence North 0 degrees, 01 minutes, 21 seconds West along the west line of said Lot 2 a distance of 336.0 feet to the northwest corner of said Lot 2; theree North 89 degrees, 58 minutes, 39 seconds East along the northerly line of said Lot 2 a distance of 440.40 feet; thence North 0 degrees, 04 minutes, 09 seconds East on a line parallel with the east line of said Lot 2 a distance of 48.03 feet to a point on the most northerly line of said Lot 2; thence North 89 degrees, 50 minutes, 12 seconds East along the most northerly line of said Lot 2 a distance of 82.30 feet to the Point of Beginning, all in Cook County, Illinois.

Parcel 2:

That part of Lot 2 in Arlington Industrial and Research Center Unit No. 12, a resubdivision of Lots 2 and 3 in Arlington Industrial and Research Center Unit No. 9, being a subdivision in part of the Northwest Quarter of Section 7, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1978 as Document 24.533497 in Cook County, Illinois, described as follows: Beginning at the northeast corner of said Lot 2; thence South 89 degrees, 50 minutes, 12 seconds West on the most northerly line of said Lot 2, a distance of 96.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2, a distance of 194.0 feet; thence North 89 degrees, 55 minutes, 51 seconds West on a line perpendicular to the east line of said Lot 2, a distance of 124.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2, a distance of 141.0 feet; thence North 89 degrees, 55 minutes, 51 seconds West on a line perpendicular to the east line of said Lot 2 a distance of 112.50 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2 a distance of 165.0 feet; thence South 89 degrees, 55 minutes, 51 seconds East on a line perpendicular to the east line of said Lot 2 a distance of 115.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2, a distance of 76.50 feet; thence South 89

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degrees, 55 minutes, 51 seconds East on a line perpendicular to the east line of said Lot 2, a distance of 82.50 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2, a distance of 31.0 feet; thence South 89 degrees, 55 minutes, 51 seconds East on a line perpendicular to the east line of said Lot 2, a distance of 9.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West on a line parallel with the east line of said Lot 2, a distance of 108.32 feet to a point on the south line of said Lot 2, said point being 125.99 feet West of the southeast corner of said Lot 2; thence North 89 degrees, 53 minutes, 30 seconds East along the south line of said Lot 2, a distance of 125.99 feet to the southeast corner of said Lot 2; thence North 0 degrees 04 minutes, 09 seconds East along the east line of said Lot 2 a distance of 715.82 feet to the Point of Beginning, all in Cook County, Illinois.

Parcel 3:

That part of Lot 2 in Arlington Industrial and Research Center Unit No. 12, a rebsubdivision of Lots 2 and 3 in Arlington Industrial and Research Center Unit No. 9, being a subdivision in part of the Northwest Quarter of Section 7, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1978 as Document 24533497, in Cook County, Illinois, described as follows: beginning at the northeast corner of said Lot 2; thence South 0 degrees, 04 minutes, 09 seconds West along the east line of said Lot 2, a distance of 715.82 feet to the southeast corner of said Lot 2; thence South 89 degrees, 53 minutes, 30 seconds West along the south line of said Lot 2, a distance of 125.99 feet to the Point of Beginning; thence South 89 degrees, 52 joinutes, 30 second West along the south line of said Lot 2, a distance of 491.65 feet to the southwest corner of said Lot 2; thence North 0 degrees, 01 minutes, 21 seconds West along the west line of said Lot 2, a distance of 332.28 feet to a point on the west line of said Lot 2, said point being 336.0 feet south of the northwest corner of said Lot 2; thence South 89 degrees, 55 minutes, 51 seconds East along a line perpendicular to the east line of said Lot 2, a distance of 285.68 feet; thence South 0 degrees, 04 minutes, 09 seconds West along a line parallel with the east line of said Lot 2, a distance of 114.95 feet; thence South 89 degrees, 55 minutes, 51 seconds East along a line perpendicular to the east line of said Lot 2 a distance of 115.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West along a line parallel with the east line of said Lot 2, a distance of 76.50 feet; thence South 89 degrees, 55 minutes, 51 seconds East along a line perpendicular to the east line of said Lot 2, a distance of 82.50 feet; thence South 0 degrees, 04 minutes, 09 seconds West along a line parallel with the east line of said Lot 2 a distance of 31.0 feet; thence South 89 degrees, 55 minutes, 51 seconds East along a line perpendicular to the east line of said Lot 2, a distance of 9.0 feet; thence South 0 degrees, 04 minutes, 09 seconds West along a line parallel with the east line of said Lot 2, a distance of 108.32 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 4:

A. Easement Grant recorded May 22, 1980 as Document No. 25464701 creating a non-exclusive easement for ingress and egress and for installation of utility lines and the right, permission and authority to construct, reconstruct, repair, replace, operate and maintain sanitary and storm sewer and water lines, under, over and through the easement areas as shown on Exhibit C of said document.

Affects part of Parcel 1 for the benefit of Parcels 2 & 3.

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B. Easement Grant recorded May 22, 1980 as Document No. 25464702 creating a non-exclusive easement for ingress and egress and for installation of utility lines and the right, permission and authority to construct, reconstruct, repair, replace, operate and maintain sanitary and storm sewer and water lines, under, over and through the easement areas as shown on Exhibit C of said document.

Affects part of Parcel 2 for the benefit of Parcels 1 & 3.

C. Easement Grant recorded May 22, 1980 as Document No. 25464703 creating a non-exclusive easement for ingress and egress and for installation of utility lines and the right, permission and authority to construct, reconstruct, repair, replace, operate and maintain sanitary and storm sewer and water lines, under, over and through the easement areas as shown on Exhibit C of said document.

Affects part of Parcel 3 for the benefit of Parcels 1 & 2.

Address of Property:

3426 N. Kennicott Avenue, 1156 W. Shure Drive, and 1155 W. Dundee Road Ariington Heights, IL

Permanent Parcel Number(s):

03-07-102-007