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*This Document Prepared By And
When Recorded Return To:*

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/24/2011 09:01 AM Pg: 1 of 9

Use Only

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of this 14 day of March, 2011, ORCHARD STREET INVESTORS, LLC, an Illinois limited liability company ("Assignor"), in favor of 2844-47 ORCHARD / 2545- 56 N. CLARK LAND TRUST (herein, together with its successors and assigns, called "Assignee").

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under all present leases of the premises described in Exhibit "A" attached hereto and made a part hereof ("**Premises**") (including those leases described on the schedule of leases (the "**Schedule of Leases**") attached hereto and made a part hereof as Exhibit "B"), together with all future leases hereafter entered into by any lessor affecting the Premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "**Leases**"), and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

A. The payment of the indebtedness evidenced by the ARTICLES OF AGREEMENT FOR DEED of even date herewith, made by Assignor, payable to Assignee, in the principal amount of Five Million Three Hundred Forty-Two Thousand Five Hundred Dollars (\$5,342,500.00) (the "**Articles**");

B. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Articles.

Assignor covenants and agrees with Assignee as follows:

1. There is no present lease of the Premises not listed on the Schedule of Leases.

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2. None of the Leases shall be materially altered, materially modified, materially amended, terminated, cancelled or surrendered, without the prior written approval of Assignee, which consent shall not be unreasonably withheld, except in the ordinary course of business and only in the event such action does not have a material adverse effect on the operation of, or the rental income from, the Premises, nor shall any term or condition thereof be waived.

3. Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

4. Assignor will not suffer or permit any of the leases to become subordinate to any lien, this Assignment and general real estate taxes not delinquent without Assignee's prior written consent in each case, which consent shall not be unreasonably withheld or denied.

5. If any Event of Default occurs or exists at any time, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises.

6. After the occurrence of an Event of Default and service of a Notice, and all cure periods have expired Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof.

7. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor under any of the Leases.

8. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger, other than as a result of Assignee's own actions.

9. The rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Articles and all instruments constituting security for the Articles, and at law and in equity..

10. If any provision contained in this Assignment, or its application to any person or circumstances, is to any extent invalid or unenforceable, the remainder of this Assignment and

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the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

11. Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served upon personal delivery or upon the third day after being deposited in United States certified mail, return receipt requested, postage prepaid, or upon delivery by Federal Express or other similar nationally recognized overnight courier service, to the addresses provided in the Articles, or to such other address as a party may indicate in writing by a Notice in accordance herewith.

12. The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

13. This Assignment may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

14. This instrument shall be interpreted and governed in accordance with the law of the State of Illinois.


15. Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall not cover any rents payable to Assignor for the use of any hotel room on the Premises to the extent that such rents relate to a period of twenty-one days or less.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.


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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents and Leases to be executed and acknowledged as of the date first above written.

ORCHARD STREET INVESTORS, an Illinois limited liability company

By: 

Manager

By: 

Manager

Being all of the Managers

*ACKNOWLEDGED
BY [Handwritten Signature]*


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

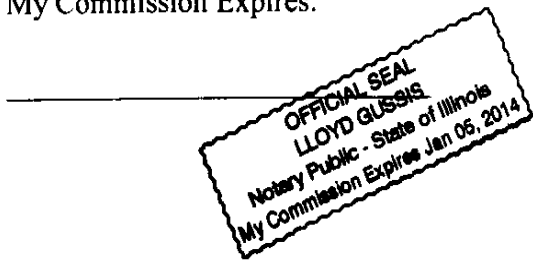
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Stephen Muller, who is personally known to me to be the person
whose name is subscribed to the foregoing instrument as one of the managers of Orchard Street
Investors, LLC, an Illinois limited liability company (the "Company"), appeared before me this
day in person and acknowledged that he signed and delivered said instrument as his own free and
voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 14 day of March 2011.



NOTARY PUBLIC

My Commission Expires:



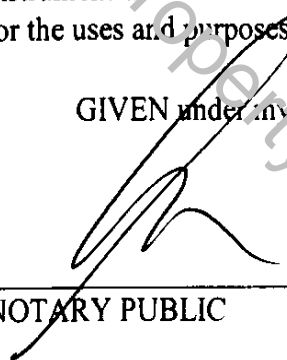
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dary Villalobos, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as one of the managers of 2514-47 Orchard / 2525-300 - Illinois limited liability company (the "Company"), appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of March, 2011.



NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF LOT 7 LYING SOUTH OF A LINE COMMENCING IN THE EASTERLY LINE OF SAID LOT 7 AT A POINT 5 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7, BEING ON THE WESTERLY LINE OF CLARK STREET AND RUNNING IN A WESTERLY DIRECTION TO A POINT IN THE WEST LINE OF SAID LOT 7, 1 3/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT 7, IN RAWORTH AND OTHER'S SUBDIVISION OF PART OF LOTS 11, 12, 15 AND 16 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: THE PERMANENT INDEX NUMBER IS 14-28-119-002-0000

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EXHIBIT B

SCHEDULE OF LEASES

As of the date of this Assignment, there are no existing leases of any portion of the Premises.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY