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THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING IS TO BE RETURNED TO:

Katten Muchin Rosenman LLP 575 Madison Avenue New York, New York 10022-2585 Attention: Victoria Shusterman, Esq.

Property Address: 617-627 West Division Street Chicago, Illinois 60610

1145-1175 North He we Street Chicago, Illinois 60/10

614-626 West Elm Stree Chicago, Illinois 60610

Doc#: 1123145032 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/19/2011 01:35 PM Pg: 1 of 11

(Sp2. Above This Line for Recorder's Use Only.)

ASSIGNMENT OF ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of the ju day of August, 2011, by THE FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress ("FDIC"), as receiver for BROADWAY BANK, an Illinois banking corporation, with an office at 5960 N. Broadway, Chicago, Illinois 60660 ("Broadway Bank") (FDIC, in such capacity as receiver, "Assignor" or "Receiver") to MB FINANCIAL BANK, N.A., a national banking association, with an office at 6111 North River Road, Rosemont, Lincois 60018 ("Assignee").

RECITALS

- A. Assignor is the holder of a loan in the aggregate stated principal amount of FIVE MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$5,350,000.00) (the "Loan").
- B. The Loan is evidenced, governed, insured and secured by, among other things (i) that certain Assignment of Rents and Leases, by 625 W. Division Condominiums L.P., an Illinois limited partnership, in favor of Broadway Bank, dated as of December 3, 2007 and recorded on December 11, 2007 with the Cook County Recorder of Deeds in Chicago, Illinois as Document Number 0734533155 (the "Assignment of Rents and Leases"), and (ii) certain other loan documents evidencing, securing and guarantying the Loan (collectively, the "Loan Documents"). The Assignment of Rents and Leases encumbers the property described on EXHIBIT A attached hereto and made a part hereof (the "Property").

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NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Facts</u>. The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference.
- 2. <u>Assignment.</u> Assignor does hereby irrevocably grant, bargain, sell, assign, transfer and set over unto Assignee, without recourse or warranty, all of Assignor's right, title, interest, claim and demand in and to the Assignment of Leases and Rents, together with all mories, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging.
- Assumption 1 rom and after the date hereof, Assignee does hereby accept the foregoing assignment and assumes all of Assignor's obligations, right, title, interest, claim and demand in and to the Assignment of Leases and Rents, together with all monies, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging. Assign or and Assignee expressly acknowledge and agree that, except as expressly set forth herein, this Assignment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Assignment of Leases and Rents or the other Loan Documents.
- 4. <u>Receiver</u>. This Assignment is made without recourse, representation or warranty, express or implied, by FDIC in its corporate capacity or as Receiver.
- 5. <u>Successors and Assigns.</u> This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.
- 6. <u>Severability</u>. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
- 7. <u>Further Assurances</u>. Assignor and Assignee hereby agree that they will execute such further documents and perform such further acts as may be necessary to properly consummate the transactions contemplated hereunder.
- 8. <u>Amendments</u>. Neither this Assignment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto.
- 9. <u>Governing Law.</u> This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State in which the Property is located, except that the parties hereto expressly acknowledge that the Loan Documents shall be governed and construed in accordance with their respective terms.
- 10. <u>Counterparts</u>. This Assignment may be executed in several counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes and all counterparts shall, collectively, constitute one agreement.

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11. <u>Notices</u>. The Assignee's address for notice is c/o MB Financial Bank, N.A., 6111 North River Road, Rosemont, Illinois 60018.

[EXECUTION PAGE FOLLOWS]

Property of Cook County Clark's Office

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year first set forth above.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE **CORPORATION** as Receiver for Broadway Stoop Ox Coop Bank, Chicago, IL, by MB Financial Bank, N.A., under a limited power of attorney dated April 13, 2011, attached hereto as Exhibit B

By: Name: Title:

ASSIGNEE:

MB FINANCIAL BANK, N.A., a national

banking association

Omas B. Manunac -10/4's Office

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State of Illinois, County of Cook, ss: On the <u>May</u> day of <u>Hugus</u>+, in the year 2011, before me, the undersigned, personally appeared <u>Themas b. Macy</u> personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Illinois, County of Cook. WITNESS my hand and official seal. County Clarks State of Illinois, County of Cook, ss: On the day of August, in the year 2011, before me, the undersigned, personally appeared Thomas F. Mary Personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowingted to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Illinois, County of Cook. WITNESS my hand and official seal.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 AND THE WEST ½ OF LOT 2 IN BLOCK 88 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 6, 7, 8 AND 9 IN BLOCK 88 OF ELSTON'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #'S: 17-04-303-001-0000

17-04-303-002-0000 1/-04-303-003-0000 17-04-303-010-0000

PROPERTY ADDRESS: 625 W. DIVISION, CHICAGO, ILLINOIS 60610

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EXHIBIT B



RECORDER'S STAMP

LIMITED POWER OF ATTORNEY

Oponty Or

KNOW ALL PERSONS BY TracsE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation agai ized and existing under an Act of Congress, hereafter called the "FDIC". hereby designates the individual(s) of MB Financial, N.A., set out below (the "Attorney(s)-in-Fact") for the sole puppe of executing the documents outlined below:

Jill E. York, employee of MB Financial N.A. Rosemarie Bouman, employee of MB Financial N.A. Thomas E. Prothero, employee of MB Financial N.A. Thomas B. Marvinac, employee of MB Financial N.A. Thomas R. Watts, employee of MB Financial N.A. Donna Adam, employee of MB Financial N.A. David E. Greiwe, employee of MB Financial N.A. Marcia N. Keeler, employee of MB Financial N.A. Steven Postregna, employee of MB Financial N.A. Doria L. Koros, employee of MB Financial N.A.

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:

Limited Power of Attorney

MB Financial, N.A.

Page 1 of 4

MB Financial, N.A.

April 13, 2011

Prepared by Jeni Esther R. Tugade, Federal Deposit Insurance Corporation, Midwest Temporary Satellite Office,
Legal Division

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- 1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of Broadway 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 Broadway Bank, including all loans formerly held by Broadway Bank to MB Financial, N.A., pursuant to that certain Purchase and Assumption Agreement, dated as of April 23, 2010 between Receiver, and MB Financial, N.A.
- 2. Regarding indebtedness previously owned by the former Broadway Bank that had own 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 rele ses that may be necessary for the completion of the documentation obligations of the former Broadway Bank, in connection with such paid-off loans or other debt obligations. All lien releases an are lated 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 on a satisfaction of the debt.

Attorneys-in-Face skall undertake to complete all appropriate due diligence necessary to verify the full and final paym at and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fiet hall 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 Broadway Bank
By:
Name: Title: Attorney-in-Fact

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

Limited Power of Attorney

MB Financial, N.A.

April 13, 2011

Prepared by Jeni Either R. Tugsde, Federal Deposit Insurance Corporation. Midwest Temporary Satellite Office, Legal Division

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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 May 17, 2011, and shall continue in full force and effect through May 17, 2012, 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 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 Adorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by approprime resolution of its Board of Directors, has caused these presents to be subscribed in its name this, 23 day of April, 2011.

FEDERAL DEPOSIT INSURANCE CORPORATION

Nan e: Frank C. Montanez

Resolutions and Closings Manager Title:

way west Temporary Safellite Office

Signed in the presence of:

Witness

Junit Clouts Office

Limited Power of Attorney MB Financial, N.A.

Page 3 of 4 April 13, 2011

Prepared by Jeni Esthe: R. Tugade, Federal Deposit Insurance Corporation, Midwest Temporary Satellite Office,

Legal Division

Name:

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STATE OF ILLINOIS COUNTY OF COOK

On this 13 day of April, 2011, before me, a Notary Public in and for the State of Illinois appeared Frank C. Montanez, to me personally known, who, being by me first duly sworn did depose that he is Resolutions and Closings Manager, Midwest Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing 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 Frank C. Montanez, cknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

Notary Public
My Commission expires: Sept 03 Zoi4

OFFICIAL SEAL
KEVIN NIX
Notary Public - State of Illinois
My Commission Expires Sep 03, 2014

STATE OF ILLINOIS COUNTY OF COOK

On this 13 day of April, 2011, perce me, a Notary Public in and for the State of Illinois appeared REHARD D TRICE (witness #1) and DAWN C. BRILE (witness #2), to me personally known to be the persons whose names are subscribed as witness to the for going instrument of writing, and after being duly sworn by me stated on oath that they saw Frank C. Montanez, Resolutions and Closings Manager, Midwest Temporary Satellite Office of the Feller A 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.

Notary Public
My Commission expires: Sect (13, 2014

OFFICIAL SEAL
KEVIN NIX
Notary Public - State of Hilrois
My Commission Expires Sep 03, 2014

Limited Power of Autorney
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MB Financial, N.A.
Prepared by Jeni Esther R. Tugade, Federal Deposit Insurance Corporation, Midwest Temporary Satellite Office,
Legal Division

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CORRECT PRIGNAL COUNTY SOFFICE

Exhibit B-5