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Form 6.2 Assignment of Rents

ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made this 8th day of February 2013 by and between HMMC, LLC, an Illinois limited liability company ("Assignor") and First Community Bank of Plainfield ("Assignee"). WHEREAS, Assignor has executed and delivered to Assignee that certain Guarantee dated February 8, 2013 to secure a Promissory Note dated February 8, 2013 in the original principal amount of One Million Five Hundred Thousand dollars and No/100 (\$1,500,000.00) (the "Note"); and WHEREAS, Assignor is entitled to receive periodic rental payments (the "Rental Payments") on the following described real property

2423 West Madison, Unit 3
Chicago, IL. 60653

PIN 16-13-203-054-1003 (Vol. 557)

See Exhibit A attached hereto and made a part thereof

And

WHEREAS, Assignor desires to assign to Assignee the Rental Payments for application to the unpaid balance of the Note and all renewals, modifications and extensions thereof, and all other indebtedness of Assignor to Assignee (the "Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee an Assignor's right, title, and interest in the Rental Payments; Assignor hereby grants to Assignee the right to enforce, at the sole discretion of Assignee, all Assignor's rights under the Lease, including the right to sue for and collect unpaid Rental Payments. In the event Assignee elects not to enforce Assignor's rights under the Lease, Assignee agrees to enforce promptly all of such rights.
2. On or before the first banking day after Assignee receives each Rental Payment, Assignee will apply said Rental Payment to reduce the unpaid balance of the Note and the other Obligations in such manner as Assignee deems fit in its sole discretion. If Tenant makes the Rental Payment by check, Assignee will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. In the event the Tenant's check is not finally paid, the provisional application of such payment shall be reversed. It is expressly agreed that Assignor's Note and Obligations shall not be reduced or credited until such time as Assignee receives each final Rental Payment. If Tenant fails or refuses to make a Rental Payment, Assignee shall have no obligation to reduce the unpaid balance of Note or Obligation. Assignor's duties to Assignee under the Note and Obligations shall not be excused or modified if Tenant (a) fails or refuses to make Rental Payments, or (b) is delinquent in making any Rental Payment(s).
3. Nothing herein shall constitute or be construed as a delegation to Assignee of Assignor's duties under the Lease. Assignor shall have the option, but not the duty, to enforce Tenant's obligation to pay Rental Payments. Further, Assignee shall have no obligation to Tenant whatsoever other than to accept each Rental Payment.
4. After the unpaid balance of the Note and any renewals, modifications, or extensions thereof, and after the repayment of all other Obligations and debts of Assignor to Assignee, Assignee agrees to assign back to Assignor all Assignee's rights created hereby within ten (10) days of the receipt by Assignee from Assignor of such a written request.
5. In the event Tenant breaches the Lease, and Assignee exercises its option hereunder to sue to enforce the Lease, Assignor agrees to reimburse Assignee for all Assignee's costs and reasonable attorney's fees incurred in connection with enforcing the Lease. Such costs and reasonable attorneys' fees may be paid by Assignee from the Rental Payments.
6. Assignor agrees to instruct Tenant to pay the Rental Payments directly to Assignee.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.
8. Assignee's consent to allowing Tenant to make one or more Rental



Doc#: 1305110025 Fee: \$66.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/20/2013 09:29 AM Pg: 1 of 3

Property of Clerk's Office

S N
P 3
S N
M yes
SC yes
E N
INT no

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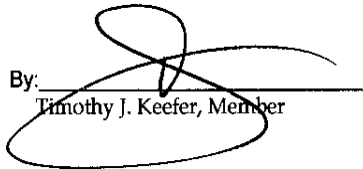
Payments to Assignor is not and shall not be deemed to be a waiver of Assignee's right to directly receive all other Rental Payments.

ASSIGNOR

ASSIGNEE

HMMC, LLC, an Illinois limited liability company

First Community Bank of Plainfield

By: 
Timothy J. Keefer, Member

By: 
Joe Strac, Senior Vice President

STATE OF ILLINOIS

COUNTY OF Will

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Timothy J. Keefer as Member of HMMC, LLC, an Illinois limited liability company is signed to the foregoing instrument and acknowledged before me on this day na being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of February, 2013

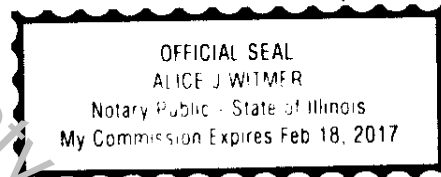

Notary Public

Print Name: Alice J. Witmer
County of Residence: DuPage

(Seal, if any)

My commission expires:

2/18/17

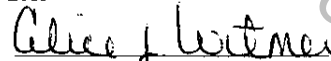


STATE OF ILLINOIS

COUNTY OF Will

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joe Strac, on behalf of First Community Bank of Plainfield as Senior Vice President is signed to the foregoing instrument and acknowledged before me on this day na, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of February 2013

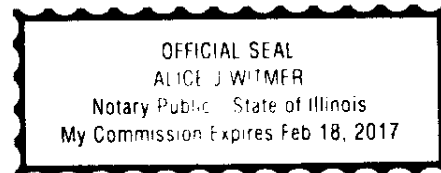

Notary Public

Print Name: Alice J. Witmer
County of Residence: DuPage

(Seal, if any)

My commission expires:

2/18/17



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EXHIBIT A

PARCEL 1:

UNIT 3 IN 2423 W. MADISON CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 10 IN WILCOX SUBDIVISION OF THE EAST 5 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, 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 0926010042 TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-2 (ASSIGNED TO UNIT 3), LIMITED COMMON ELEMENTS AS SET FORTH AND DEFINED IN THE AFORESAID DECLARATION.

Tax identification no.: 16-13-203-054-1003 Vol. 557

Property of Cook County Clerk's Office