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Doc#: 1305331137 Fee: \$54.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2013 04:47 PM Pg: 1 of 9

PREPARED BY AND
UPON RECORDATION RETURN TO:

Winstead PC
2400 Hearst Tower
214 North Tryon Street
Charlotte, North Carolina 28202
Attention: Jeffrey J. Lee, Esq.

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Location: 7751-57 S Loomis Blvd; 7655 S May; 8155 S Ingleside Ave; 6230 S Artesian Ave; 6236 S Artesian Ave; 6458 S Fairfield Ave; 6401 S Maplewood Ave; 1257-59 S Kildare Ave; 5732-34 W Washington; 2225 E 87th St; 8200 S Clyde Ave; 7601 S Coles Ave; 7901 S Paxton; 5236 W Harrison; 6101 S Langley; 7612 S Kingston; 7624 S Kingston; 7241-49 S Phillips Ave, Chicago, Illinois

County: Cook

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 22nd day of February, 2013, is by **ARCHETYPE MORTGAGE CAPITAL LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignor"), in favor of **ARCHETYPE MORTGAGE FUNDING I LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of February 22, 2013, executed by SEABORGIUM HOLDINGS 1, LLC, SEABORGIUM HOLDINGS 3, LLC, and RODINIA HOLDINGS 9, LLC, each an

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Illinois limited liability company ("Borrower") and made payable to the order of Assignor in the stated principal amount of TEN MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,800,000) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents dated as of February 22, 2013, from Borrower, as assignor, to Assignor, as assignee, and recorded on February 2/22 2013 in the Real Property Records of Cook County, Illinois, as Document No. * 1305331131 (the "Assignment of Leases"), in respect of the Premises, together with the notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

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4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

County Clerk's Office

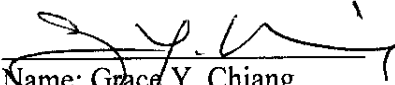
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Assignment of Leases and Rents as of the day and year first above written.

ASSIGNOR:

ARCHETYPE MORTGAGE CAPITAL
LLC, a Delaware limited liability company

By:


Name: Grace Y. Chiang
Title: Vice President

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STATE OF NORTH CAROLINA

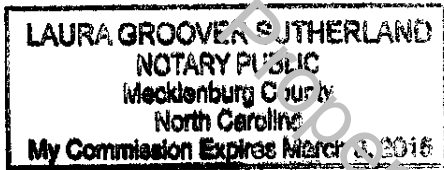
§

COUNTY OF MECKLENBURG

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The foregoing instrument was acknowledged before me this 20th day of February, 2013 by Grace Y. Chiang, the Vice President of ARCHETYPE MORTGAGE CAPITAL LLC, a Delaware limited liability company, on behalf of the said limited liability company.



Laura G. Sutherland

 Notary Public, State of North Carolina

Laura G. Sutherland

 Printed Name of Notary Public

[SEAL]

My Commission Expires:

March 9, 2015

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EXHIBIT A

(Premises Description)

See Attached.

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EXHIBIT A, Premises Description

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

INTENTIONALLY OMITTED.

PARCEL 2:

INTENTIONALLY OMITTED.

PARCEL 3:

INTENTIONALLY OMITTED.

PARCEL 4:

INTENTIONALLY OMITTED.

PARCEL 5:

INTENTIONALLY OMITTED.

PARCEL 6:

INTENTIONALLY OMITTED.

PARCEL 7:

INTENTIONALLY OMITTED.

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UNOFFICIAL COPY**PARCEL 8:**

THE SOUTH 8 FEET 10 3/8 INCHES OF LOT 22 AND ALL OF LOTS 23 & 24 IN BLOCK 15 IN AVONDALE, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 19 24 208 032

PARCEL 9:

LOT 1 AND 2 IN BLOCK 2 IN SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 25 01 204 009 AND 25 01 204 010

PARCEL 10:

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 4 IN RICHARDSONS SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 20 36 204 034

PARCEL 11:

LOTS 21 AND 22 IN BLOCK 10 IN AUBURN ON THE HILL FIRST ADDITION BEING HART'S SUBDIVISION OF BLOCKS 9, 10, AND 22 IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 99 FEET THEREOF) IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 20 29 409 018

PARCEL 12:

INTENTIONALLY OMITTED.

PARCEL 13:

INTENTIONALLY OMITTED.

PARCEL 14:

THE SOUTH 36.5 FEET OF LOTS 26, 27, 28 AND 29 TAKEN AS A TRACT IN BLOCK 2 IN FRANCIS P. CASEY'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 AND THE SUBDIVISION OF L. C. PAINE FREER (OR RECEIVER) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PERMANENT INDEX NUMBER: 16 22 202 026

PARCEL 15:

LOTS 21 AND 22 IN SIMONTON'S SUBDIVISION OF BLOCK 28 (EXCEPT THE NORTH 253 FEET OF THE EAST 1/2 OF SAID BLOCK) OF JONES' SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT INDEX NUMBER: 20 29 314 027

PARCEL 16:

LOTS 4, 5, 6 AND 7 (EXCEPT THE SOUTH 10 FEET OF LOT 7) IN BLOCK 7, IN THE SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 21 30 309 015

PARCEL 17:

THE SOUTH 10 FEET OF LOT 7 AND ALL OF LOTS 8, 9 AND 10 IN BLOCK 7, IN SOUTH SHORE PARK, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 21 30 309 027

PARCEL 18:

LOT 2 IN BLOOMFIELD'S SUBDIVISION OF LOTS 11, 12 AND 14 IN DIVISION 4 OF SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF THE FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 21 30 105 004