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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/27/2013 11:04 AM Pg: 1 of 7

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
AND
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

BREDS II MORTGAGE CORP.,

a Delaware corporation

(Assignor)

to

WELLS FARGO BANK, NATIONAL ASSOCIATION

(Assignee)

Dated: As of November 22, 2013

PROPERTY LOCATION:

**The Lex
2138 Indiana Avenue
Chicago, Cook County, Illinois**

NCS 586938-08 ME 1 of 2

Property of Cook County Clerk's Office

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**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
AND
ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

BREDS II MORTGAGE CORP., a Delaware corporation, whose address is 345 Park Avenue, New York, New York 10154 ("**Assignor**"), as the holder of the instruments hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, its successors and assigns ("**Assignee**"), having an address at 333 South Grand Ave., Suite 900, Los Angeles, California 90071. Attn: Cullin L. Barry, without recourse or warranty whatsoever except as specifically set forth in that certain Assignment and Assumption Agreement dated as of the date hereof, made by and between Assignor and Assignee (the "**Assignment Agreement**"), that certain Backstop Guaranty (as defined in the Assignment Agreement), that certain Intercreditor Agreement (as defined in the Assignment Agreement) or in any Other Assignment Documents (as defined in the Assignment Agreement), all right, title and interest of Assignor in and to: (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by **2138 INDIANA, LLC**, a Delaware limited liability company ("**Borrower**"), in favor of Assignor, dated as of October 16, 2013, and recorded on October 23, 2013, in the Cook County Recorder of Deeds Office, State of Illinois ("**Recorder's Office**"), as Document Number 1329616062 (as the same having heretofore been amended, modified, restated, supplemented, renewed or extended), (ii) that certain Assignment of Leases and Rents made by Borrower dated as of October 16, 2013 and recorded October 23, 2013, in the Recorder's Office as Document Number 1329616063 (as the same having heretofore been amended, modified, restated, supplemented, renewed or extended), and (iii) that certain Assignment of Declarant's Rights made by Borrower in favor of Assignor dated as of October 16, 2013 and recorded October 28, 2013, in the Recorder's Office as Document Number 1329616065 (as the same having heretofore been amended, modified, restated, supplemented, renewed or extended), each securing payment of that certain Promissory Note of even date therewith in the original principal amount of ONE HUNDRED THIRTY-EIGHT MILLION AND 00/100 DOLLARS (\$138,000,000.00), payable to the order of Assignor, and creating a lien on the property described on Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Tract 1:

Tract 1: Parcel 1:

Units L-201, L-202, L-203, L-204, L-205, L-301, L-302, L-303, L-304, L-305, L-401, L-402, L-403, L-404, L-405, L-406, L-501, L-502, L-503, L-504, L-505, L-601, L-602, L-603, L-604, L-605, L-606, L-701, L-702, L-703, L-704, L-705, L-706, GU-95, GU-96, GU-97, GU-98, GU-101, GU-102, GU-103, GU-104, GU-171, GU-172, GU-189, GU-190, GU-191, GU-192, GU-193, GU-194, GU-195, GU-196, GU-197, GU-198, GU-200, GU-201, GU-202, GU-292, GU-293, GU-294, GU-295, GU-296, GU-298, GU-299, GU-300, GU-301, GU-302, GU-303, GU-304, GU-305, GU-316, GU-317, and GU-318 together with its undivided percentage interest in the common elements in Lexington Park Condominium, as delineated and defined in the Declaration recorded as Document Number 0905710045, in the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 1, Parcel 2:

Non-Exclusive easement appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement and Maintenance Agreement dated February 18, 2009 and recorded February 26, 2009 as Document Number 0905710044, as more particularly described and defined therein.

Tract 1, Parcel 3:

Sub-parcel A:

Lots 7, 8 and 9 and the South 30 feet of Lot 6 (except from said South 30 feet The North 18 feet thereof) in Block 26 in Gurley's Subdivision of Blocks 24 to 28 inclusive in the assessor's division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-parcel B:

Lots 10, 11 and The South Half of Lot 12 in Gurley's Subdivision of Blocks 24 to 28, both inclusive, in the Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-parcel C:

All of the vacated North/South 18 foot public alley lying West of and adjoining Lots 7, 8 and 9 and lying East of and adjoining Lots 10, 11 and 12, and lying South of the North line of the South Half of Lot 12 Extended Easterly to the West line of Lot 7, and Lying North of a line drawn from the Southwest corner of Lot 9 to the Southeast corner of Lot 10, in Block 26 in Gurley's Subdivision of Blocks 24 to 28 inclusive in the Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Excepting from Sub-parcels A, B, and C that part the land included in the condominium recorded as Document 0905710045 and the commercial parcels described in Tract 2 hereof.

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Tract 2:

Tract 2: Parcel 1:

Parcels hereinafter described as conveyed parcels (commercial Parcels 1 through and including commercial Parcel 6) as located on the following described land:

Sub-parcel A:

Lots 7, 8 and 9 and the South 30 feet of Lot 6 (except from said South 30 feet the North 18 feet thereof) in Block 26 in Gurley's Subdivision of Blocks 24 to 28 inclusive in the assessors division of the Southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-parcel B:

Lots 10, 11 and the South half of Lot 12 in Gurley's Subdivision of Blocks 24 to 28, both inclusive, in the assessor's division of the Southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Sub-parcel C:

All of the vacated North/South 18 foot public alley lying west of and adjoining Lots 7, 8 and 9 and lying East of and adjoining Lots 10, 11 and 12, and lying South of the North line of the South half of Lot 12 extended easterly to the West line of Lot 7, and lying North of a line drawn from the Southwest corner of Lot 9 to the Southeast corner of Lot 10, in Block 26 in Gurley's Subdivision of Blocks 24 to 28 inclusive in the assessor's division of the Southwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Conveyed parcels:

Commercial Parcel 1: that part of said Lots 6 through 12 and vacated alley lying below an elevation of 30.83' CCD (said elevation describing the bottom of ceiling surface) and above an elevation of 15.43' CCD (said elevation describing top of floor surface) described as follows:

Commencing at the Northeast corner of the South 12 feet of said Lot 6; thence South along the East line of said Lots 6, 7 and 8, 55.88 feet to a point on the South face of an interior wall; thence West, along said extension, 1.05 feet to a point of beginning at the intersection of said South face and the West face of an interior wall; thence continuing along the following 24 perpendicular courses which all run along interior wall faces; West 27.34 feet; south 3.00 feet; West 21.54 feet; North 3.00 feet; West 19.72 feet; South 43.16 feet; East 16.35 feet; North 19.25 feet; East 1.50 feet; South 20.00 feet; West 0.75 feet; South 7.00 feet; East 38.05 feet; North 0.80 feet; East 10.65 feet; North 2.80 feet; East 2.80 feet; North 2.18 feet; West 1.87 feet; North 2.75 feet; West 1.13 feet; North 14.17 feet; East 3.00 feet; North 28.21 feet to the point of beginning;

Commercial Parcel 2: that part of said Lots 6 through 12 and vacated alley lying below an elevation of 30.83' CCD (said elevation describing the bottom of ceiling surface) and above an elevation of 15.43' CCD (said elevation describing top of floor surface) described as follows:

Commencing at the Southeast corner of the said lot 9; thence North, along the East line of said Lot 9, 1.06 feet to a point on the easterly extension of the north face of an interior wall; thence

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westerly, along said extension, 1.01 feet to a point on the intersection of said North face and the West face of an interior wall; thence continuing along the following 20 perpendicular courses which all run along interior wall faces; thence continuing West 38.50 feet; thence North 3.00 feet; thence West 9.02 feet; thence South 3.00 feet; thence West 4.14 feet; thence North 19.40 feet; thence West 1.50 feet; thence South 19.40 feet; thence West 4.14 feet; thence North 2.55 feet; thence West 10.80 feet; thence South 2.40 feet; thence West 30.59 feet; thence South 0.15 feet; thence West 4.90 feet; thence North 19.40 feet; thence West 0.75 feet; thence North 5.95 feet; thence East 2.80 feet; thence North 5.78 feet to a point on a curve concave to the North and having a radius of 54.39 feet; thence along said curve an arc distance of 39.25 feet and a chord distance of 38.30 feet; thence continuing along the following 5 courses which all run along interior wall faces and parallel and perpendicular to the previous 20 courses; South 4.46 feet; thence East 61.00 feet; thence North 0.75 feet; thence East 2.25 feet; thence South 24.27 feet to the point of beginning;

Commercial Parcel 3; that part of said Lots 6 through 12 and vacated alley lying below an elevation of 30.83' CCD (said elevation describing the bottom of ceiling surface) and above an elevation of 14.62' CCD (said elevation describing top of floor surface) described as follows:

Commencing at the Southwest corner of said Lot 10; thence East, along the South line of said Lot 10, 53.85 feet to a point on the southerly extension of the East face of an Interior wall; thence North along said extension 17.56 feet to a point of beginning at the intersection of said East face and the North face of an interior wall; thence continuing along the following 34 perpendicular courses; North 27.47 feet; East 23.72 feet; South 1.71 feet; East 1.23 feet; North 1.71 feet; East 24.85 feet; South 1.72 feet; East 1.21 feet; North 17.33 feet; East 102.33 feet; South 12.47 feet; West 1.03 feet; South 4.37 feet; East 0.55 feet; South 8.53 feet; West 2.47 feet; South 14.01 feet; East 8.98 feet; South 19.40 feet; West 37.30 feet; North 3.10 feet; West 11.31 feet; South 3.10 feet; West 17.71 feet; North 3.10 feet; West 11.35 feet; South 3.10 feet; West 11.80 feet; North 3.10 feet; West 11.25 feet; South 3.10 feet; West 35.48 feet; North 15.70 feet; West 23.67 feet to the point of beginning;

Commercial Parcel 4; that part of said Lots 6 through 12 and vacated alley lying below an elevation of 30.83' CCD (said elevation describing the bottom of ceiling surface) and above an elevation of 13.90' CCD (said elevation describing top of floor surface) described as follows:

Commencing at the Southwest corner of said Lot 10; thence North, along the West line of said Lot 10, 1.96 feet to a point on the westerly extension of the North face of an interior wall; thence easterly, along said extension, 1.67 feet to the point of beginning at the intersection of said North face and the East face of an interior wall; thence continuing along the following 18 perpendicular courses which all run along interior wall faces; East 35.83 feet; North 10.07 feet; West 4.14 feet; North 13.27 feet; East 10.23 feet; North 14.54 feet; East 15.55 feet; North 10.67 feet; East 5.39 feet; North 13.94 feet; East 1.35 feet; North 3.35 feet; West 33.26 feet; South 10.26 feet; East 3.05 feet; South 9.66 feet; West 3.05 feet; South 45.92 feet to the point of beginning;

Commercial parcel 5; that part of said Lots 6 through 12 and vacated alley, lying below an elevation of 30.83' CCD (said elevation describing the bottom of ceiling surface) and above an elevation of 13.90' CCD (said elevation describing top of floor surface) described as follows:

Commencing at the Southwest corner of said Lot 10; thence North along the West line of said Lots 10 and 11, 76.42 feet to a point on the westerly extension of the North face of an interior wall; thence easterly along said extension, 1.59 feet to a point of beginning at the intersection of said North face and East face of an interior wall; thence continuing along the following 16 perpendicular courses which all run along interior wall faces; East 3.29 feet; North 0.93 feet; East 8.73 feet; North 1.82 feet; East 16.05 feet; South 0.68 feet; East 6.15 feet; North 30.96 feet; West 2.63 feet; North 4.70 feet; West 31.59 feet; South 17.77 feet; East 3.10 feet; South 9.77

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feet; West 3.10 feet; South 10.21 feet to the point of beginning;

Commercial parcel 6: that part of said Lots 6 through 12 and vacated alley lying above elevation 15.43 feet CCD (describing the top of floor surface) and below the ceiling elevations (describing the bottom of ceiling surface) listed in each course and described as follows:

Commencing at the Northeast corner of the South 12 feet of said Lot 6; thence West along the North line of said South 12 feet, 81.62 feet to a point on the northerly extension of the West face of an interior wall; thence southerly along said extension 79.80 feet to a point of beginning (with a ceiling elevation of 30.83 feet); thence continuing along said face 19.25 feet to a point on the North face of an interior wall (a ceiling elevation of 30.83 feet CCD); thence West along said North face, 45.05 feet (a ceiling elevation of 33.75 feet CCD); thence North, parallel to said East face, 16.69 feet (a ceiling elevation of 33.75 feet CCD); thence East parallel to said North face, 2.35 feet (a ceiling elevation of 33.60 feet CCD); thence North, parallel to said East face, 2.56 feet (a ceiling elevation of 33.60 feet CCD); thence East, parallel to said North face 42.70 feet to the point of beginning.

Tract 2, Parcel 2:

Non-Exclusive easement appurtenant to and for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement and Maintenance Agreement dated February 18, 2009 and recorded February 26, 2009 as Document Number 0905710044, as more particularly described and defined therein.

Commonly Known Address: 2135 South Michigan Avenue/2138 South Indiana Avenue, Chicago, Illinois 60616

PINs:

17-22-319-031-1001 (L-201); 17-22-319-031-1002 (L-202); 17-22-319-031-1003 (L-203); 17-22-319-031-1004 (L-204); 17-22-319-031-1005 (L-205); 17-22-319-031-1007 (L-301); 17-22-319-031-1008 (L-302); 17-22-319-031-1009 (L-303); 17-22-319-031-1010 (L-304); 17-22-319-031-1011 (L-305); 17-22-319-031-1013 (L-401); 17-22-319-031-1014 (L-402); 17-22-319-031-1015 (L-403); 17-22-319-031-1016 (L-404); 17-22-319-031-1017 (L-405); 17-22-319-031-1018 (L-406); 17-22-319-031-1019 (L-501); 17-22-319-031-1020 (L-502); 17-22-319-031-1021 (L-503); 17-22-319-031-1022 (L-504); 17-22-319-031-1023 (L-505); 17-22-319-031-1025 (L-601); 17-22-319-031-1026 (L-602); 17-22-319-031-1027 (L-603); 17-22-319-031-1028 (L-604); 17-22-319-031-1029 (L-605); 17-22-319-031-1030 (L-606); 17-22-319-031-1031 (L-701); 17-22-319-031-1032 (L-702); 17-22-319-031-1033 (L-703); 17-22-319-031-1034 (L-704); 17-22-319-031-1035 (L-705); 17-22-319-031-1036 (L-706); 17-22-319-031-1037 (GU-95); 17-22-319-031-1038 (GU-96); 17-22-319-031-1039 (GU-97); 17-22-319-031-1040 (GU-98); 17-22-319-031-1043 (GU-101); 17-22-319-031-1044 (GU-102); 17-22-319-031-1045 (GU-103); 17-22-319-031-1046 (GU-104); 17-22-319-031-1047 (GU-171); 17-22-319-031-1048 (GU-172); 17-22-319-031-1050 (GU-189); 17-22-319-031-1051 (GU-190); 17-22-319-031-1052 (GU-191); 17-22-319-031-1053 (GU-192); 17-22-319-031-1054 (GU-193); 17-22-319-031-1055 (GU-194); 17-22-319-031-1056 (GU-195); 17-22-319-031-1057 (GU-196); 17-22-319-031-1058 (GU-197); 17-22-319-031-1059 (GU-198); 17-22-319-031-1060 (GU-200); 17-22-319-031-1061 (GU-201); 17-22-319-031-1062 (GU-202); 17-22-319-031-1063 (GU-292); 17-22-319-031-1064 (GU-293); 17-22-319-031-1065 (GU-294); 17-22-319-031-1066 (GU-295); 17-22-319-031-1067 (GU-296); 17-22-319-031-1069 (GU-298); 17-22-319-031-1070 (GU-299); 17-22-319-031-1071 (GU-300); 17-22-319-031-1072 (GU-301); 17-22-319-031-1073 (GU-302); 17-22-319-031-1074 (GU-303); 17-22-319-031-1075 (GU-304); 17-22-319-031-1076 (GU-305); 17-22-319-031-1077 (GU-316); 17-22-319-031-1078 (GU-317); 17-22-319-031-1079 (GU-318); 17-22-319-029-0000 AND 17-22-319-030-0000 (Commercial Units and Remainder)