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THIS DOCUMENT PREPARED BY:

Daniel Acosta
Boodell & Domanskis, LLC
353 N. Clark Street, Suite 1800
Chicago, Illinois 60654

AFTER RECORDING RETURN TO:

Heartland Bank and Trust Company
4456 Wolf Road
Western Springs, Illinois 60558
Attn: Andrew Conrad

PERMANENT INDEX NUMBER:

14-05-126-033-0000

PROPERTY ADDRESS:

6001 N. Clark Street
Chicago, IL 60660

**NORTH AMERICAN
TITLE CO.**

14-00088



Doc#: 1404116052 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/10/2014 03:41 PM Pg: 1 of 13

This space reserved for Recorders use only.

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES dated as of February 7, 2014 (the "Assignment"), is executed by BARRY LAND PARCEL, LLC, an Illinois limited liability company, having an address of 1550 N. Cleveland Ave., Chicago, IL 60610 Attn: Mark Waligora (the "Assignor"), to and for the benefit of HEARTLAND BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns (the "Assignee"), having an address of 4456 Wolf Road, Western Springs, IL 60558.

RECITALS:

A. The Assignee has made a loan to Assignor in the principal amount of One Million Seven Hundred Fifty-Five Thousand and 00/100 Dollars (\$1,755,000.00) (the "Loan"), as evidenced by that certain Mortgage Note dated January 30, 2014 (such Mortgage Note, as amended, restated or replaced from time to time, is hereinafter referred to as the "Note").

B. A condition precedent to the Assignee's making of the Loan to the Assignor is the execution and delivery by the Assignor of this Assignment to secure the obligations of Assignor under the Loan Documents.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing of even date herewith, executed by Assignor to and for the benefit of the Assignee (the "Mortgage").

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Note, this Assignment and all other documents securing or otherwise relating to the Loan, as amended, restated or replaced from time to time (collectively, the "Loan Documents"); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee that:

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- (a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;
- (b) Assignor will be the lessor under all Leases;
- (c) there is no other existing assignment of the Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (d) the Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and
- (e) to Assignor's actual knowledge, there are no defaults by the landlord and there are no material defaults by tenants under any Leases.

4. Additional Representations of Assignor.

- (a) Assignor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois. Assignor has full power and authority to conduct its business as presently conducted, to enter into this Assignment and to perform all of its duties and obligations under this Assignment and under any of the Loan Document to which it is party and such execution and performance have been duly authorized by all necessary Legal Requirements (as defined in the Loan Agreement). Assignor has not been convicted of a felony and there are no proceedings or investigations being conducted involving criminal activities of Assignor;
- (b) No basis presently exists for any claims against Assignee under this Assignment or under any other Loan Documents executed by Assignor; enforcement of this Assignment and any other Loan Documents executed by Assignor is subject to no defenses of any kind;
- (c) The execution, delivery and performance of this Assignment and any other Loan Documents executed by Assignor will not: (i) violate any Legal Requirements (as defined in the Loan Agreement), or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Assignor is a party or by which Assignor is bound. Assignor is not in default (without regard to grace or cure periods) under any contract or agreement to which it is a party, the effect of which default will adversely affect the performance by Assignor of its obligations pursuant to and as contemplated by the terms and provisions of this Agreement and the other Loan Documents executed by Assignor;

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(d) No condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which could (i) adversely affect the validity or priority of the liens and security interests granted Assignee under the Loan Documents; (ii) materially adversely affect the ability of Assignor to perform its obligations under this Assignment or any other Loan Document executed by Assignor; (iii) constitute an Event of Default under any of the Loan Documents executed by Assignor or an event which, with the giving of notice, passage of time, or both, would constitute such an Event of Default;

(e) Assignor shall (i) ensure that no person or entity who owns a controlling interest in or otherwise controls Assignor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (ii) not use any Loan Proceeds to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply with all applicable Bank Secrecy Act laws and regulations, as amended;

(f) There are no Leases for use or occupancy of any part of the Premises other than as previously delivered to and approved by Lender or otherwise entered into by either entity comprising the Assignor in accordance with the terms of this Assignment after the date hereof; and

(g) The Leases are in full force and effect; no tenant under any Lease has a right of setoff against payment of rent due thereunder.

5. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not lease any portion of the Premises without Assignee's prior written consent unless such lease (i) provides for the payment of market rents by the tenant and the granting of market concessions by landlord and otherwise contains market terms, and (ii) provides for a security deposit consistent with the other leases of the Premises;

(b) the Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof;

(c) the Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits and initial rent payments;

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(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the Assignor and the Assignee;

(f) the Assignor shall not alter, modify or change the terms of any guaranty of any Lease or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(g) the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(h) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(i) the Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(j) the Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;

(k) the Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(l) the Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease;

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(m) Not later than thirty (30) days after the end of each calendar quarter, the Assignor shall deliver to the Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to the Assignee.

6. Additional Covenants of Assignor.

(a) Annual Financial Statements. Assignor shall promptly supply Assignee with such information concerning its assets, liabilities and affairs, as Lender may reasonably request from time to time hereafter; which shall include, without necessity of any request by Assignee, as soon as available and in no event later than ninety (90) days after the close of each calendar year, financial statements of Assignor showing the results of operations of the Premises and consisting of a balance sheet and statement of income and expense prepared in accordance with generally accepted accounting principles and certified by an officer of Assignor;

(b) Quarterly Financial Statements. No later than thirty (30) days of the end of each calendar quarter, Assignor shall deliver to Assignee financial statements of Assignor showing the results of operations of the Premises and consisting of a balance sheet and statement of income and expense prepared in accordance with generally accepted accounting principles and certified by an officer of Assignor;

(c) Annual Tax Returns. No later than thirty (30) days after the date of filing thereof, copies of the income tax returns for Assignor.

(d) Leases. Assignor shall provide copies of Leases with respect to the Premises promptly after they are executed.

(e) Other Information. Assignor will:

(i) at the request of Assignee, Assignor will furnish on a quarterly basis updated twelve (12) month cash flow projections concerning such matters as Assignee may require, prepared and certified by Assignor's chief financial officer;

(ii) promptly notify Assignee of any material adverse change in the financial condition of Assignor;

(iii) maintain a standard and modern system of accounting in accordance with generally accepted accounting principles consistently applied;

(iv) permit Assignee, or any of its agents or representatives to have, at all reasonable times upon not less than twenty four (24) hours prior notice to Assignor, access to and to examine all books and records regarding the Premises; and

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(v) permit Assignee, or any of its agents or representatives, to copy and make abstracts from any and all of said books and records.

7. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

8. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of any of the following:

(a) the occurrence of an Event of Default under the Loan Agreement.

9. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall

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facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee; and

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate (as defined in the Mortgage) and shall be secured by this Assignment.

10. Application of Proceeds. All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Assignee shall elect in its sole and absolute discretion.

11. Limitation of the Assignee's Liability. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. The Assignee shall not be obligated to observe, perform or discharge, nor does the Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, 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. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the

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Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

12. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

13. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

14. Security Deposits. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

15. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

16. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successors and assigns.

17. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Assignee at the time of such amendment, modification or supplement.

18. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

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19. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

20. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Loan Agreement.

21. WAIVER OF TRIAL BY JURY. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

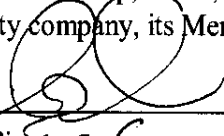
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IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

BARRY LAND PARCEL, LLC, an Illinois limited liability company

By: Baum Revision, LLC, an Illinois limited liability company, its Manager

By: Revision Group, LLC, an Illinois limited liability company, its Member

By: 
Name: Scott Goldman
Title: Manager

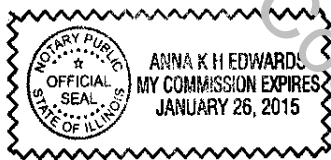
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Scott Goldman, a Manager of Revision Group, LLC, a member of Baum Revision, LLC, the Manager of Barry Land Parcel, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Revision Group, LLC, as the member of Baum Revision, LLC, as the Manager of Barry Land Parcel, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of February, 2014.



Anna K. H. Edwards
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 122, 123, 124 AND 125 IN KRANSZ'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 38.3 FEET) OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 122 THAT PORTION LYING WEST OF A LINE 29 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CLARK STREET, AS CONDEMNED FOR STREET PURPOSES IN CASE B71142), IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-05-126-033-0000

PROPERTY ADDRESS: 6001 North Clark Street, Chicago, IL 60660