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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/03/2014 10:32 AM Pg: 1 of 6

Portfolio Manager
Indigo Investment Servicing
c/o Indigo Capital Advisors
5318 E 2d Street
Mail Stop 502
Long Beach, CA 90803

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ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of ~~January~~ ^{March} 11, 2014, by IOFUS HOLDINGS I, LLC, a Delaware limited liability company ("Assignor"), in favor of IOFUS-FCC Holdings I, LLC ("Assignee").

1. FOR VALUE RECEIVED, Assignor hereby sells, assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the "Loans" (such term is defined in a Bill of Sale dated as of January, 2014, between Assignor and Assignee), including, without limitation, all of Assignor's right, title, and interest in and to the following:

Mortgage dated March 03, 2004, executed by Nicolo Mule, Giuseppe Mule and Margherita Mule in favor of Continental Community Bank and Trust Company recorded on March 29, 2004 as 0408947095 in the County Recorder of Deeds, Cook County, State of Illinois.

Assignment of Rents dated March 03, 2004, executed by Nicolo Mule, Giuseppe Mule and Margherita Mule in favor of Continental Community Bank and Trust Company recorded on March 29, 2004 as 0408947096 in the County Recorder of Deeds, Cook County, State of Illinois.

Assignment of Mortgage dated September 27, 2007 executed by First Bank, as successor in interest to Continental Community Bank and Trust Company in favor of FH Partners LLC recorded on October 26, 2007 as 0729906078 in the Office of the County Clerk, Cook County, State of Illinois.

Assignment of Assignment of Rents dated September 27, 2007 executed by First Bank, as successor in interest to Continental Community Bank and Trust Company in favor of FH Partners LLC recorded on October 26, 2007 as 0730222010 in the Office of the County Clerk, Cook County, State of Illinois.

Business Loan Agreement dated March 03, 2004 executed by Nicolo Mule, Giuseppe Mule and Margherita Mule in favor of Continental Community Bank and Trust Company.

Assignment and Assumption of Mortgage Loan Documents made as of November 8, 2013, by FH

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Partners LLC in favor of IOFUS Holdings I, LLC, and recorded December 10, 2013 as 134450006 in the Office of the Recorder of Deeds, Cook County, State of Illinois.

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN BILL OF SALE, DATED AS OF JANUARY __, 2014, 2013, BETWEEN ASSIGNOR AND ASSIGNEE (the "**Bill of Sale**").

3. Assignee hereby agrees to and accepts the assignment described in Paragraph 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Loans from and after the date of this Assignment. Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the borrower under the Loans (the "**Borrower**") any notice required by law to inform such Borrower that Assignor has transferred its interest in the Loans to Assignee as of the date hereof. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignee's obligations under the Loans or in Assignee's obligations hereunder, from and after the Closing Date.

4. Without limiting the generality of Paragraph 3 above, Assignee also hereby acknowledges and agrees that it shall be solely responsible for compliance with any laws, rules, or regulations governing the ownership, servicing, and/or administration of the Loans from and after the Closing Date.

5. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

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THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

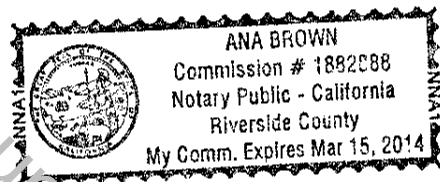
§
§

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Brent Carey, who is a Company Officer for IOFUS Holdings I, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said limited liability company and in the capacity therein stated.

Given under my hand and seal of office this 11 day of March, 2014.

Ana Brown

Notary Public, State of California



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THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

§
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BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Brent Carey, who is a Company Officer for IOFUS-FCC Holdings I, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

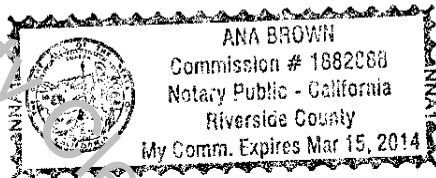
Given under my hand and seal of office this 11 day of March [Ⓟ] ~~January~~ 2014.

Ana Brown
Notary Public
My commission expires: 3/15/14

I hereby certify the address of the within named Assignee to be:

5838 Naples Plaza
Long Beach CA 90803

By: Ana Brown
Name: _____
Title: Notary Public



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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Mortgage and Loan Documents as of the date first set forth above.

ASSIGNOR:

IOFUS HOLDINGS I, LLC

By: Brent E. Carey
Name: Brent E. Carey
Title: Company Officer

ASSIGNEE:

IOFUS-FCC HOLDINGS I, LLC

By: Brent E. Carey
Name: Brent E. Carey
Title: Company Officer

Property of Cook County Clerk's Office

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EXHIBIT "A"
(Legal Description)

LOTS 174, 175, 176, 177, 178, 179, 180, 181, 182 AND 183 IN WILLIAM ZELOSKY'S TERMINAL ADDITION TO WESTCHESTER SUBDIVISION IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 9902-9920 W. Roosevelt Rd., Westchester, IL 60154.
The Property tax identification number is 15-16-417-054-0000.

Property of Cook County Clerk's Office