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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/30/2014 03:26 PM Pg: 1 of 6

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**ASSIGNMENT OF LEASES, CONTRACTS AND
TANGIBLE AND INTANGIBLE PERSONAL PROPERTY**

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ASSIGNMENT OF LEASES, CONTRACTS AND TANGIBLE AND INTANGIBLE PERSONAL PROPERTY

THIS ASSIGNMENT OF LEASES, CONTRACTS AND TANGIBLE AND INTANGIBLE PERSONAL PROPERTY ("Assignment") is dated as of December 30, 2013, by and between **ALBANY DICKENS, LLC**, an Illinois limited liability company ("Assignor"), and **WHEATON BANK AND TRUST COMPANY**, an Illinois banking corporation ("Assignee"), with reference to the following facts:

WHEREAS, Assignor is concurrently herewith transferring to Assignee all of Assignor's interest in that certain real property commonly known as 2100 N. Albany, Chicago Illinois, and more particularly described in Exhibit "A" attached hereto and incorporated herein ("Real Property").

WHEREAS, Assignor desires to assign to Assignee, with recourse, all of Assignor's right, title and interest in and to all of the following leases, contracts and tangible and intangible personal property owned by Assignor and used in the ownership, use, and operation of the Real Property ("Assigned Property"): (i) all leases, subleases, agreements, documents or any other occupancy agreements relating to the Real Property or the use thereof, and any guaranties and security deposits related thereto collectively, "Leases"), (ii) all furniture, fixtures, equipment, machinery, inventories, supplies, signs and other tangible personal property of every kind and nature installed, located or situated on and used in connection with the operation of the Real Property (the "Tangible Personal Property"), and (iii) all permits, licenses, variances, certificates of occupancy, notices of completion and approvals, all building warranties and guarantees, warranty books and operating manuals for all building systems and equipment, payment, performance and surety bonds, security deposits and any other rights relating to the ownership, use and operation of the Real Property ("Intangible Property").

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

AGREEMENT

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and sets over to Assignee, without warranty or recourse, all of Assignor's right, title and interest in and to the Assigned Property.
2. Assumption. Assignee hereby assumes all rights and obligations of Assignor under the Leases and the Contracts arising on and after the date hereof.
3. Binding Effect. The provisions of this Assignment shall bind and benefit each party and their respective heirs, successors, and assigns.
4. Interpretation. This Assignment shall be construed and enforced in accordance with the laws of the State of Illinois. This Assignment may not be modified or amended in any way except by a writing executed by both Assignor and Assignee. The section headings of this Assignment are for convenience only and are not to be construed as part of this Assignment and do not in any way amplify or define the terms and covenants of this Assignment and shall not be

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used in the construction or interpretation of this Assignment. There are no third-party beneficiaries to this Assignment.


5. Counterparts. This Assignment may be executed in counterparts, all of which shall constitute the same Assignment, notwithstanding that all parties to this Assignment are not signatories to the same or original counterpart. Delivery of an executed counterpart of this Assignment by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Assignment by telefacsimile also shall deliver an original executed counterpart of this Assignment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Assignment. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form a single document.

[The remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ALBANY DICKENS, LLC.
an Illinois limited liability company

By: 

Printed: Peter Star

Title: manager

"ASSIGNOR"

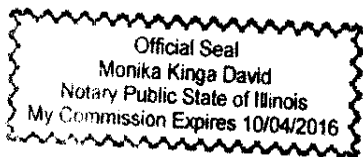
STATE OF _____)
COUNTY OF Cook) SS:

Before me, a Notary Public in and for the above County and State, personally appeared Peter Star, the manager of ALBANY DICKENS, LLC, an Illinois limited liability company, who acknowledged the execution of the foregoing Assignment of Leases, Contracts and Tangible and Intangible Personal Property on behalf of said company, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 9th day of January, 2014.

[SEAL]

Monika Kinga David
Notary Public
Printed: Monika Kinga David



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 15 AND 16 IN BLOCK 1 IN CLARKSON'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1872 AS DOCUMENT NUMBER 54802, IN COOK COUNTY, ILLINOIS.

2100 N. Albany, Chicago, Illinois

PIN: 13-36-113-044-0000

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