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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/13/2014 10:21 AM Pg: 1 of 6

This instrument was prepared
by and when recorded, please
return to:

R. Vincent Welty
Miles & Stockbridge P.C.
30 West Patrick Street
Suite 600
Frederick, Maryland 21701

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4819-2349-9546v2.RVW

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Agreement") is made this 12th day of May, 2014, by Broadview Dollar LLC, an Illinois limited liability company (the "Assignor"), in favor of Branch Banking and Trust Company, a North Carolina banking corporation, as Grantee (the "Lender").

RECITALS

A. The Assignor has requested that the Lender make certain loans in a combined principal amount of \$1,175,000.00 (the "Loans"). The Loans will be evidenced by (i) a Promissory Note of even date herewith in the principal amount of \$880,000.00 executed and delivered by the Assignor in favor of the Lender, as the same may be amended and modified from time to time ("Note #1") and (ii) a Promissory Note of even date herewith in the principal amount of \$295,000.00 executed and delivered by the Assignor, Alan Hammerschlag, and the Alan Hammerschlag Revocable Trust, jointly and severally, in favor of the Lender, as the same may be amended and modified from time to time ("Note #2"), with Note #1 and Note #2 (collectively the "Notes") being secured by a certain Purchase Money Mortgage, Assignment and Security Agreement of even date herewith granted by the Assignor to the Lender, as the same may be amended and modified from time to time (the "Mortgage"). All defined terms used but not defined in this Agreement shall have the meaning given to such terms in the Mortgage.

B. As a condition precedent to making the Loans, the Lender required that the Assignor secure the payment and performance of all obligations of the Assignor arising out of, or in connection with, the Loans by the execution of this Agreement.

NOW THEREFORE, in order to induce the Lender to make the Loans, the Assignor agrees as follows:

LAW OFFICES
MILES & STOCKBRIDGE, P.C.
30 WEST PATRICK STREET, SUITE 600
FREDERICK, MARYLAND 21701

Near North National Title
222 N. LaSalle
Chicago, IL 60601

9560341145-00001
9560341145-00002

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Handwritten notes: NNN, SWS, CS, 3, 20140510

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1. As security for the prompt payment and performance of the Notes and all of the instruments and documents defined as "Loan Documents" in the Notes and all modifications, amendments, and supplements at any time made thereto (hereinafter the "Obligations"), the Assignor hereby grants, transfers, and assigns to the Lender (a) all of the Assignor's interest in and to any and all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the property located in Cook County, Illinois, more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property"), together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited thereunder to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the applicable agreements or applied to one or more of the installments of rent coming due, and including all guaranty agreements, indemnification agreements and surety arrangements executed and delivered in favor of the Assignor to further secure performance by the tenants of their obligations (with all items set forth in this subparagraph (a) being herein referred to as the "Leases"); (b) all rents, royalties, issues, profits, revenues, income and other benefits arising from and remedies under the Leases; and (c) all rents, royalties, issues, income, profits, revenues, other benefits and security deposits due or to become due or arising from the Property. This Assignment is absolute and unconditional, and is intended to cover all rents, revenue, and income from the Leases and the Property (collectively the "Rents").

2. The Assignor covenants (a) to observe and perform all of the obligations imposed upon the landlord in the Leases and not to do or permit to be done anything to materially impair the security thereof; (b) that the Leases are valid and enforceable and that, to the Assignor's actual knowledge, the tenants are not in default under any of the terms thereof; (c) that no rent reserved in the Leases has been anticipated or assigned; (d) not to collect any of the rents, income and profits arising or accruing from the Property more than thirty (30) days in advance of the time when the same becomes due under the terms of the Leases; (e) without the prior written consent of the Lender, not to discount any future accruing rents; (f) without the prior written consent of the Lender, not to execute any other assignment of the Leases or assignment of rents therefrom; (g) not to alter, modify or change the terms of the Leases, or surrender, cancel or terminate the same, except in accordance with Section 4.14 of the Mortgage; (h) to assign and transfer to the Lender any and all further Leases upon all or any part of the Property and to execute and deliver, at the request of the Lender, all such further assurances and assignments in the Property as the Lender may from time to time reasonably require; and (i) not to execute any Lease with respect to the Property without complying in every respect with Section 4.14 of the Mortgage.

3. So long as no Event of Default shall exist hereunder, Assignor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default), to collect upon, but not prior to accrual, all Rents, such Rents to be held in trust for the Lender. Each month, provided no Event of Default has occurred, the Assignor may retain such Rents as were collected that month and held in trust for the Lender and use and enjoy the same.

4. Upon termination of the license referred to in the preceding section because of the occurrence of an Event of Default, (a) following notification to the tenants under the Leases by the Lender that all rents are to be paid to it, all rents shall be paid directly to the Lender and not through the Assignors, it being understood that a demand by the Lender on any tenant under the Leases for the payment of rent shall be sufficient to warrant payment by such tenant of future payments of rent to the Lender without the necessity of further consent by the Assignors; (b) the Lender shall be entitled to take possession of the Property and to have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem proper, but at all times in compliance with existing leases; (c) the Lender shall be entitled to make from time to time all alterations, renovations, repairs or replacements to the Property

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as may seem proper to the Lender; (d) all rents received by the Assignor shall be immediately turned over to the Lender, with a failure by the Assignors to do so constituting a breach of trust and a further Event of Default hereunder and under the Loan Documents; and (e) the Lender may apply rents, income and profits to the payment of:

(i) the cost of all such alterations, renovations, repairs and replacements and expenses incident and reasonably necessary to the taking and retaining possession of the Property and the management and operation thereof and keeping the same properly insured;

(ii) all taxes, charges, claims, assessments, water rents and any other liens which may be prior in lien or payment to the Obligations, and premiums for said insurance with interest on all such items; and

(iii) the Obligations, together with all costs and attorney's fees actually incurred, all in such order of priority as to any of such items as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

5. Subsequent to an Event of Default hereunder which is remedied to the satisfaction of the Lender, with all necessary charges and expenses incurred by reason thereof paid, the parties hereto may, at the option of the Lender exercised by notice in writing to the Assignor, each be restored to and reinstated in their respective rights and estates as if such Event of Default had not occurred. The Assignor shall thereupon hold the Property subject hereto as if the Lender had not exercised its rights and options hereunder and as if Assignor's license to collect Rents had not been revoked; but nothing hereinbefore contained shall impair any right of the Lender upon any subsequent breach.

6. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Agreement, and the Assignor shall and does hereby agree to indemnify the Lender for and to hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Agreement, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Lender incur any such liability, loss or damage under the Leases, this Agreement or in the defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Lender therefor immediately upon demand, and upon the failure of the Assignor so to do the Lender may declare the Obligations immediately due and payable, provided that any notice and opportunity to cure required by the Loan Documents are given.

7. Upon the payment in full of the Obligations, this Agreement shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, supervisor or attorney of the Lender showing any part of the Obligations to remain unpaid shall be and constitute conclusive evidence (except in an action between the Assignor and the Lender or its assigns) of the validity, effectiveness and continuing force of this Agreement, and any person may and is hereby authorized to rely thereon.

8. The Lender may take or release other security, may release any party primarily or secondarily liable for the Obligations, may grant extensions, renewals or indulgences with respect to the Obligations and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights hereunder.

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9. Nothing herein contained and no act done or omitted by the Lender pursuant to the powers and right granted it herein shall be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents, but this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms thereof. The right of the Lender to collect the Obligations and to enforce any other security therefor owned by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

10. An Event of Default shall have occurred hereunder if (i) the Obligations shall have not been timely paid or performed subject to any applicable cure period, or (ii) the Assignor shall fail to perform or observe anything on its part to be performed or observed hereunder, which failure to perform continues for a period of thirty (30) days after written notice thereof is sent from the Lender to the Assignor, except in the case of a failure to perform or comply with the provisions of paragraph 2 above for which there shall be no notice or cure periods, or (iii) the Assignor shall default or breach under any of the terms and provisions of the Leases, which default or breach remains uncured beyond any applicable notice and cure period set forth in the Leases, or (iv) an Event of Default should occur under any of the other Loan Documents described in the Notes, with the Loan Documents being incorporated herein by this reference such that an Event of Default thereunder shall constitute an Event of Default hereunder and an Event of Default hereunder shall constitute an Event of Default under all other Loan Documents as well.

11. In the event the Notes is transferred by the Lender to any other person or corporation, the Assignor covenants and agrees that all the provisions herein contained shall be applied to and inure to the benefit of the holder of the Notes in the same manner and to the same extent as if it was the original assignee of the Leases named herein. All notices required or permitted to be given in accordance herewith between Assignor and Lender shall be given in accordance with the terms and provisions for Notices set forth in the Mortgage.

12. THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN THIS AGREEMENT AND ANY OTHER LOAN DOCUMENTS RECORDED IN THE STATE OF ILLINOIS WITH RESPECT TO COLLATERAL LOCATED IN THE STATE OF ILLINOIS. THE ASSIGNOR AGREES THAT THE LAWS OF THE STATE OF MARYLAND SHALL GOVERN ALL OTHER LOAN DOCUMENTS (WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES).

13. THE ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LENDER AND/OR THE ASSIGNOR MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT, IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT, THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE ASSIGNOR, AND THE ASSIGNOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OR FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY WHICH MAY IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

(Signatures appear on the following pages)

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Assignment of Lessor's Interest in Leases (continued)

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

WITNESS:

ASSIGNOR:

Jacob D. Rege

BROADVIEW DOLLAR LLC, an Illinois limited liability company

BY: Alan Hammerschlag (SEAL)
Alan Hammerschlag
Manager

STATE OF Maryland, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 5 day of May, 2014, before me, the undersigned officer, personally appeared Alan Hammerschlag, Manager of Broadview Dollar LLC, who acknowledged the foregoing instrument to be his act and deed in such capacity, and that he is authorized to make such acknowledgment.

WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:
June 23, 2015

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EXHIBIT A

Property Description

PIN: 15-22-411-007-0000

Commonly known as 5000 Broadview Village Square, Broadview, Illinois

Parcel 1:

Lot 6 in Broadview Village Square being a Subdivision of part of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 8, 1994 as document no. 9212972, all in Cook County, Illinois.

Parcel 2:

Easement for ingress and egress for pedestrian and vehicular access, parking and utilities as set forth in the Operation and Easement Agreement dated July 20, 1993 and recorded September 2, 1993 as document no. 93703155 over and across Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 in Broadview Village Square aforesaid, and as amended by the following:

First Amendment recorded September 22, 1994 as document 94828436; Second Amendment recorded September 13, 2006 as document 0625639059; and Third Amendment recorded September 19, 2007 as document 0726260123.

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