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1422517083

Doc#: 1422517003 Fee: \$68.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/13/2014 08:58 AM Pg: 1 of 4

Prepared by, recording requested by, and when recorded mail to:

A10 Capital, LLC Attn: Jackie Cox

800 W. Main Street, Suite 1100

Boise, Idaho 83702

Address of Property:

303 E. Main Street, Barrington, Illinois

Permanent Parcel Number(s):

01-01-103-003 and 01-01-103-004

Loan #AC-IL-DJ-14-026-0146-001

### ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of June 30. 2014, by A10 Capital, LLC, a Delaware limited liability company, as Note A Holder ("Assigner"), with an address at 800 W. Main Street, Suite 1100, Boise, Idaho 83702, Attention: Jerry E. Dunn, in favor of A10 REIT, LLC, a Delaware limited liability company ("Assignee"), with an address at 800 W. Main Street, Suite 1100, Boise, Idaho 83702, Attention: Jerry E. Dunn, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents and Security Agreement executed by **Barrington Centre, LLC**, an Illinois limited liability company, recorded concurrently herewith in the real estate records of Cook County, Illinois (hereinatical collectively called the "Mortgage"), describing certain real property therein (the "Real Property") as:

Please refer to Exhibit A attached hereto and made a part hereo by this reference for the legal description.

TOGETHER, with all of Assignor's right, title and interest in, to and under the following: (i) Note A (defined below), (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing, and (ix) that certain Co-Lender Agreement, dated as of June 30, 2014, by and between A10 Capital, LLC, as Note A Holder, and A10 Capital, LLC, as Note B Holder.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of that certain Promissory Note (Note A), dated as of June 30, 2014, made by Borrower in

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favor of Assignor ("Note A") secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

- 3. 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.
- 4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assign tent and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.
- 6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, vaiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assigner has executed this Assignment under seal as of the date first set forth above.

A10 Copital, LLC,

a Delaware limited liability company

Jacqueline C. Cox

Executive Vice President

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STATE OF IDAHO	)	
	)	SS
County of Ada	)	

This instrument was acknowledged before me, a notary public, on this 26th day of June, 2014, by Jacqueline C. Cox, as Executive Vice President of A10 Capital, LLC, a Delaware limited liability company.

COOK COUNTY CLOPK'S OFFICE

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#### **EXHIBIT A**

#### **Legal Description**

Lots 3 and 4 in Block 11 in Barrington, said premises being in the northeast quarter of the northwest quarter of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel ID:

01-01-103-003 and 01-01-103-004

Street Addr. ss

5) 30s
POROTE OF COUNTY CLOTH'S OFFICE