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**This Instrument Prepared By And After
Recording Return To:**

Anthony J. Zeoli, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago Illinois 60606
(312) 660-2206



Doc#: 1428119056 Fee: \$66.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 10/08/2014 10:55 AM Pg: 1 of 15

Property Identification Number(s):

19-17-404-009-0000; 19-17-404-026-0000;
19-17-404-029-0000; 19-17-404-030-0000

Common Address(es):

5757 West 59th Street, Chicago, Illinois
60638 and 5950 Massasoit Avenue,
Chicago, Illinois 60638

[Above space reserved for recording information.]

ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** (this "**Assignment**") is made as of September 22, 2014, by VL LLC, an Illinois limited liability company ("**VL LLC**") and by **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 22, 1999 AND KNOWN AS TRUST NUMBER 124925-00**, (the "**Trust**"; VL LLC and the Trust being hereinafter sometimes referred to, individually and collectively, as the "**Assignor**"), whose address is 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603 to and for the benefit of **MB FINANCIAL BANK, N.A.**, a national banking association, its successors and assigns, with an address at 6111 North River Road, Rosemont, Illinois 60018 ("**Lender**").

RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois, as more particularly described in Exhibit A attached hereto (the "**Property**").

B. Reference is made to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified restated and/or replaced from time to time, the "**Loan Agreement**") by and between Lender, Assignor, **634GA LLC**, an Illinois limited liability company ("**634GA**"), **OLYMPIA FOOD INDUSTRIES, INC.**, an Illinois corporation ("**Olympia**"), and **5757 W. 59TH BUILDING PARTNERSHIP**, an Illinois general

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partnership the "**5757 Partnership**"; Assignor, 634GA, Olympia and 5757 Partnership being hereinafter sometimes referred to, individually, collectively, jointly and severally as "**Borrower**"), the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein.

C. The Bridge Loan is evidenced by, among other things, that certain Promissory Note dated as of the date hereof, made by Borrowers in favor of Lender in the maximum principal amount of FIFTEEN MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$15,500,000.00) (as the same may be amended, modified restated and/or replaced from time to time, the "**Bridge Loan Note**"). The Revolving Loan is evidenced by, among other things, that certain Promissory Note dated as of the date hereof, made by Olympia in favor of Lender in the maximum principal amount of TWO MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$2,500,000.00) (as the same may be amended, modified restated and/or replaced from time to time, the "**Revolving Loan Note**" the Bridge Loan Note and the Revolving Loan Note being hereinafter sometimes referred to, individually and collectively, as the "**Note**").

D. The Note is secured by, among other things: (i) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated as of even date herewith, as executed and delivered by 634GA in favor of Lender, encumbering certain interests in real and personal property as more particularly described therein (as the same may be amended, modified restated and/or replaced from time to time, the "**Nevada Avenue Mortgage**"); and (ii) that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated as of even date herewith, as executed and delivered by Assignor in favor of Lender, encumbering certain interests in real and personal property as more particularly described therein (as the same may be amended, modified restated and/or replaced from time to time, the "**59th Street Mortgage**"; the Nevada Avenue Mortgage and the 59th Street Mortgage being hereinafter referred to, individually and collectively, as the "**Mortgage**"). This Assignment, the Note, the Mortgage, the Loan Agreement, and all other documents now or hereafter evidencing and/or securing the Loan (including, without limitation, the other "**Loan Documents**" as such term is used and defined in the Loan Agreement), as any one or more of the foregoing may be amended, modified, supplemented or restated from time to time, are collectively hereinafter referred to as the "**Loan Documents**."

E. As a condition precedent to making the Loan, the Lender has required, among other things, that Assignor execute and deliver this Assignment to Lender.

F. Assignor and the other Borrowers are part of an interrelated group of person/entities whose operations are interdependent with, and benefit, each other. As a result Assignor will directly and substantially benefited (and will continue to benefit) from the Lender making the Loan to the respective Borrowers.

G. In order to induce the Lender to make the Loan, and all other monies to be advanced under the Note, Assignor has agreed to execute and deliver this Assignment.

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

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1. **Definitions.** As used herein, the following terms shall have the following meanings. Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

“Event of Default” means an Event of Default, as defined in the Loan Agreement.

“Leases” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

“Lessees” means the lessees under the Leases or any subtenants or occupants of the Property.

“Obligations” shall have the meaning given such term in the Loan Agreement.

“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

2. **Assignment.** As security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due (**“License”**), but not in advance, and to enforce the Leases. The License shall automatically be revoked, at Lender's option, upon the occurrence of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.

4. **Representations and Warranties.** Assignor hereby represents and warrants to Lender that: (a) Assignor is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Assignor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) to Assignor's knowledge, there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) to Assignor's knowledge, there are no existing defaults under the provisions of the Leases on the part of the lessor and there are no existing defaults under the provisions of the Leases on the part of Lessees thereunder; (e) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) to

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Assignor's knowledge, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance except for security or similar deposits; and (h) to Assignor's knowledge, all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. Covenants of Assignor.

5.1 New Leases and Lease Terminations and Modifications. With respect to any Lease for a term of two (2) years or more, Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by and Lessee or any subletting, without the prior written consent of Lender. Any attempt to do any of the foregoing without the prior written consent of Lender (if such consent is required and which shall not be unreasonably withheld, conditioned or delayed) shall be null and void.

5.2 Performance under Leases. 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 Assignor shall not do or suffer to be done anything to impair the security thereof. With respect to any Lease, Assignor shall not (a) release the liability of any Lessee or any guaranty thereof, (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (c) consent to any Lessee's claim of a total or partial eviction, (d) consent to a termination or cancellation, except as specifically provided above, or (e) enter into any oral leases with respect to all or any portion of the Property; provided, however, with respect to Section 5.2(a) Assignor may settle with tenants in default under their respective Lease(s) for less than the total amount owed, after making commercially reasonable determination of the costs of collection and likelihood of repayment;

5.3 Collection of Rents. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than one (1) month in advance of the time when the same shall become due, except for security or similar deposits;

5.4 Further Assignment. 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, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. 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;

5.6 Waive Rental Payments. Assignor shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. 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

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with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;

5.8 **Enforcement.** Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by Lessees and guarantors thereunder;

5.9 **Notice.** Assignor shall immediately notify Lender of any material breach by a Lessee or guarantor under any Lease;

5.10 **Subordination.** 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; and

5.11 **Bankruptcy of Lessee.** If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.

7. **Lender's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

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8. Default of Assignor.

8.1 Remedies. Upon the occurrence of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Assignor agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

8.3 Assignment of Defaulting Assignor's Interest in Lease. Lender shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

8.4 No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to Lender on demand, shall be secured hereby and, if not paid by Assignor, shall bear interest from the date due at the Default Rate (as defined in the Note). Lender shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

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9. **Indemnification of Lender.** Assignor hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Assignor hereby appoints Lender as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Assignor or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in

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any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. In the event that any clause, term, or condition of this Agreement shall be held invalid or contrary to law: (a) this Agreement shall remain in full force and effect as to all other clauses, terms, and conditions; (b) the subject clause, term, or condition shall be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (c) the remaining provisions of this Agreement shall be amended to the minimum extent necessary so as to render the Agreement as a whole most nearly consistent with the parties' intentions in light of the modification or removal of the invalid or illegal provision. Notwithstanding the foregoing, in the event any provision related to the payment of any monetary sum is held invalid or unenforceable, Assignee may, at its option declare the Obligations immediately due and payable.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute one and the same instrument. Copies of signatures transmitted by mail, facsimile, or email or any other electronic method, shall be considered authentic and binding.

14.4 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

14.5 **Modification.** No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Assignee's prior written consent.

14.6 **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and

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all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

14.7 Expenses. Assignor shall pay on demand all reasonable costs and expenses incurred by Assignee in connection with the review of Leases, including reasonable fees and expenses of Assignee's outside counsel.

15. Governing Law and Consent to Jurisdiction.

15.1 Substantial Relationship. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

15.2 Place of Delivery. Assignor agrees to furnish to Assignee at Assignee's office in Chicago, Illinois all further instruments, certifications and documents to be furnished hereunder, if any.

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

16. JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF ASSIGNEE INITIATES SUCH ACTION, ANY COURT IN WHICH ASSIGNEE SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY ASSIGNEE IN ANY OF SUCH COURTS. ASSIGNOR WAIVES ANY CLAIM THAT CHICAGO, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION 16 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ASSIGNEE OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ASSIGNEE OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

17. JURY WAIVER. ASSIGNOR AND ASSIGNEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND

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ASSIGNEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEES TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

19. Trustee Exculpation. Notwithstanding anything to the contrary herein, it is expressly understood and agreed by and between the parties hereto that: (a) each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of CHICAGO TITLE LAND TRUST COMPANY as "Trustee" of the trust(s) made party hereto, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust(s) made party hereto (and the property of said trust(s) described herein), and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and (b) that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

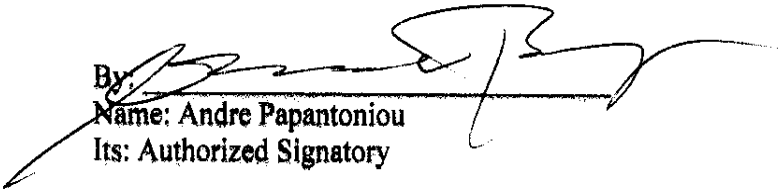
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

VL LLC, an Illinois limited liability company

By: 
Name: Andre Papantoniou
Its: Authorized Signatory

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

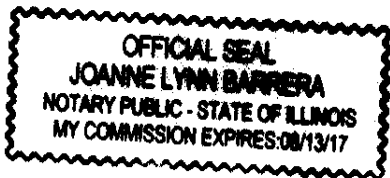
}
} ss.
}

I, Joanne Lynn Barrera, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andre Papantoniou, being the Authorized Signatory of VL LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his/her free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24 day of September, 2014.

Joanne Lynn Barrera
Notary Signature

Print Name: Joanne Lynn Barrera



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description:

PARCEL 1:

BLOCK 59 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, BEING A SUBDIVISION OF ALL THAT PART OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND WEST OF THE RIGHT OF WAY OF INDIANA BELT RAILROAD (EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND ALSO THAT PART OF THE NORTH 3/4 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF SAID RIGHT OF WAY OF INDIANA BELT RAILROAD RECORDED JULY 22, 1916 AS DOCUMENT 5915800 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF 59TH STREET AND THE WEST LINE OF MASSASOIT AVENUE; THENCE SOUTH 0 DEGREES 10 MINUTES 13 SECONDS EAST, ALONG SAID WEST LINE, 53.86 FEET TO AN IRON STAKE AND A POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 10 MINUTES 13 SECONDS EAST 83.31 FEET TO AN IRON STAKE ON A LINE THAT IS 66.00 FEET SOUTHEAST OF AND PARALLEL TO THE SOUTHEAST LINE OF FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1916 AS DOCUMENT NO. 5915800; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, BEING A CURVE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 985.28 FEET, A CHORD BEARING OF SOUTH 62 DEGREES 29 MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 300.36 FEET, AN ARC DISTANCE OF 301.53 FEET TO A POINT ON THE EAST LINE OF MENARD AVENUE; THENCE NORTH 0 DEGREES 13 MINUTES 49 SECONDS WEST, ALONG SAID EAST LINE, 69.88 FEET TO A POINT ON AFORESAID SOUTHEAST LINE; THENCE NORTHEASTERLY, ALONG SAID SOUTHEAST LINE, BEING A CURVE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 919.28 FEET. A CHORD BEARING OF NORTH 60 DEGREES 16 MINUTES 31 SECONDS EAST AND A CHORD DISTANCE OF

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306.82 FEET, AN ARC DISTANCE OF 308.26 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF 59TH STREET AND THE WEST LINE OF MASSASOIT AVENUE; THENCE SOUTH 0 DEGREES 10 MINUTES 13 SECONDS EAST, ALONG SAID WEST LINE AND THE SOUTHERLY EXTENTION THEREOF, 137.17 FEET TO AN IRON STAKE AND A POINT OF BEGINNING ON A LINE THAT IS 66.00 FEET SOUTHEAST OF AND PARALLEL TO THE SOUTHEAST LINE OF FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1916 AS DOCUMENT NO. 5915800; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, BEING A CURVE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 982.28 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 33 MINUTES 34 SECONDS WEST AND A CHORD DISTANCE OF 97.29 FEET, AN ARC DISTANCE OF 97.33 FEET TO A POINT ON A LINE THAT IS 30.00 FEET SOUTHWEST OF AND PARALLEL TO THE CENTERLINE OF A CHAIN LINK FENCE; THENCE NORTH 33 DEGREES 53 MINUTES 8 SECONDS WEST, ALONG SAID PARALLEL LINE, 38.06 FEET TO A POINT ON THE SOUTH WESTERLY EXTENSION OF THE CENTER LINE OF A CHAIN LINK FENCE; THENCE NORTH 56 DEGREES 31 MINUTES 52 SECONDS EAST, ALONG SAID EXTENSION CENTER LINE, AND THE EASTERLY EXTENTION THEREOF, 122.59 FEET TO A POINT ON THE AFORESAID SOUTHERLY EXTENSION; THENCE SOUTH 0 DEGREES 10 MINUTES 13 SECONDS EAST, ALONG SAID EXTENSION, 45.59 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF 59TH STREET AND THE SOUTHERLY EXTENSION OF THE EAST LINE OF MASSASOIT AVENUE; THENCE SOUTH 0 DEGREES 10 MINUTES 13 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION, 84.37 FEET TO AN IRON STAKE ON A LINE THAT IS 66.00 FEET SOUTHEAST OF AND PARALLEL TO THE SOUTHEAST LINE OF FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1916 AS DOCUMENT NO. 5915800; THENCE NORTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 985.28 FEET, A CHORD BEARING OF NORTH 45 DEGREES 19 MINUTES 46 SECONDS EAST AND A CHORD DISTANCE OF 120.01 FEET, AN ARC DISTANCE OF 120.08 FEET TO A POINT ON THE EASTERLY EXTENSION; THENCE DUE WEST, ALONG

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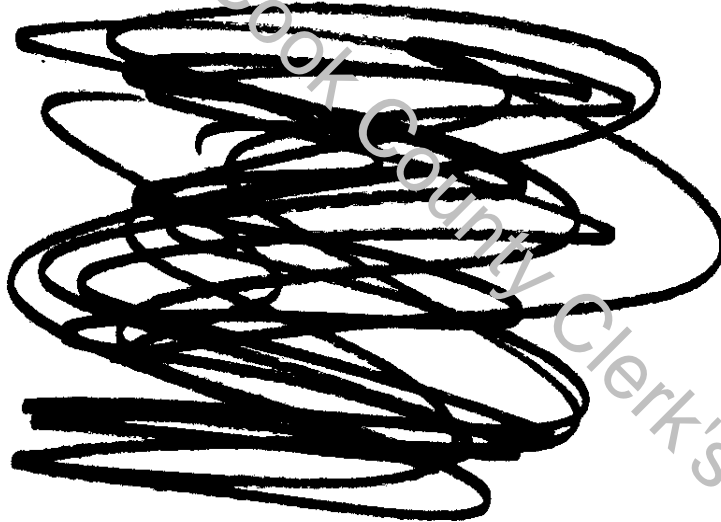
SAID EXTENSION, 85.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Common Address:

5757 West 59th Street, Chicago, Illinois 60638 and 5950 Massaoit Avenue, Chicago, Illinois 60638

Property Identification Number(s):

19-17-404-009-0000; 19-17-404-026-0000; 19-17-404-029-0000 and 19-17-404-030-0000



Property of Cook County Clerk's Office