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## FIRST INDEPENDENCE CAPITAL CORPORATION ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents is dated March 4, 1998, effective March 3, 1998, by FIRST INDEPENDENCE CAPITAL CORPORATION, a Michigan Corporation ("FICC" or "Assignor").

#### **RECITALS:**

- A. PRIME FINANCIAL, INC., a Michigan Corporation ("Prime") has given a loan to FICC (the "FICC Loan") in the amount of One Hundred Five Thousand (\$105,000.00) Dollars pursuant to a Promissory Note dated of every date hereto ("FICC Note").
- B. Simultaneously with the FICC Loan, FICC has given a loan in the amount of One Hundred Five Thousand (\$105,000.00) Dollars to Margaret Whithead pursuant to a Promissory Note ("Whitehead Note") in the original amount of One Hundred Five Thousand (\$105,000.00) Dollars executed by Margaret Whitehead dated of even date hereto (the "Whitehead Loan").
- C. As security for the Whitehead loan, various loan accuments were executed in favor of FICC which include but are not limited to a Commercial Real Estate Mortgage, Assignment of Rents and Fixture Filing on the property located at 9158 South Ada, and 1340-1342 West 92nd Street, in the City of Chicago, County of Cook, State of Illinois and described more particularly on Exhibit "A" attached hereto; and a UCC-1 Financing Statement (hereinafter with the Whitehead Note, referred to as the "Whitehead Loan Documents").
- D. As partial security for the FICC loan, Assignor has agreed to assign the Whitehead Loan Documents, to Assignee and Assignee has agreed to accept the Assignment in accordance with the terms of this Agreement.

NOW, THEREFORE, FICC AGREES AS FOLLOWS:

1. Assignment of Whitehead Documents. Assignor hereby assigns to Assignce all of its right, title and interest in and to the Whitehead Loan Documents subject to the terms and conditions set forth in this Agreement.

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- 2. <u>Assignment as Security</u>. Assignor acknowledges that this Assignment is given for the purpose of securing the payment of the indebtedness evidenced by the FICC Note. Upon payment in full of the FICC Note to Prime, Prime will reassign the Loan Documents to FICC.
- 3. Right of Assignor to Collect Payments. Assignor shall have the right to collect and receive the payments due under the Whitehead Note during the term of the FICC Loan, provided that FICC is not in default under the terms of its loan.

However, if FICC fails to make any payments when due under the FICC Note or fails to perform any of its obligations under the FICC Note, FICC's rights under this paragraph shall, without notice, automatically terminate. FICC hereby agrees that Prime shall be permitted to give notice to Whitchead that Prime has the right to receive all future payments. Additionally, Prime may enforce any of its rights it may have against Michael Baumhaft and Sandra Baumhaft under a certain Guaranty Agreement executed as security for the payment of the FICC Note.

- 4. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.
- 5. Additional Documen s. The parties agree to execute and deliver such further and additional instruments as may be necessary to evidence or carry out the provisions of this Agreement and/or to record this Agreement.
- 6. **Binding Provisions.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and year first above written.

| ASSIGNOR:  |
|--|
| FIRST INDEPENDENCE CAPITAL CORPORATION, a Michigan Corporation |
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| By: 124 -> 124   |
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Property of Coot County Clert's Office

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STATE OF MICHIGAN ) SS.

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this <u>thire</u> day of March, 1998, by Michael Baumhaft, in his capacity as President of First Independence Capital Corporation, a Michigan Corporation.

Wieteria 7 4k

County, Michigan My Commission Expires:

DRAFTED BY AND WHEN RECORDED RETURN TO:

Michelle C. Otis, Esquire
PETER M. SCHNEIDERMAN & ASSOCIATES, P.C.
30300 Northwestern Highway, Suite 212
Farmington Hills, Michigan 48334
(248) 539-7400 X226

MAIL TO S

DEVON TITLE CO. 150 N. Michigan Ave. # 610 Chicago, IL 60601

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#### EXHIBIT "A"

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#### LEGAL DESCRIPTION

Lot 29 in Block 7 in Cremin & Brennan's Fairview Park Subdivision of certain Blocks and part of Blocks in Crosby and others Subdivisions of the South ½ (xest of railroad) of Section 5, Township 37 North, Range 14, East of the 3rd principal Merdian, in Cook County, Illinois.

P.I.N. 2505-304-060 coer

ADDRESS: 9158 South Ada; 1340 W. 92nd Street and 1342 W. 92nd Street