

16

2009 069163

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 OCT 14 AM 8:56

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

AMERICAN METRO BANK
Main
4878 N Broadway
Chicago, IL 60640

WHEN RECORDED MAIL TO:

AMERICAN METRO BANK
Main
4878 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:

AMERICAN METRO BANK
Main
4878 N Broadway
Chicago, IL 60640

620094222

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ASSIGNMENT OF RENTS
the Lake County Recorder!

THIS ASSIGNMENT OF RENTS dated October 7, 2009, is made and executed between Pima Hammond, LLC, an Indiana Limited Liability Company, whose address is 2147 E. 175th Street, Lansing, IL 60438 (referred to below as "Grantor") and AMERICAN METRO BANK, whose address is 4878 N Broadway, Chicago, IL 60640 (street or rural route address: 4878 N. Broadway Avenue, _____, Chicago, IL 60640) (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

ALL LOTS 7 AND 8 IN LATHAM'S ADDITION TO THE TOWN, NOW CITY, OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LOTS 9 AND 10 IN LATHAM'S ADDITION TO THE TOWN, NOW CITY, OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,

CHICAGO TITLE INSURANCE COMPANY

(3)

dt
30' /B

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all repairs, to pay the costs thereof and of all services of all employees, including their equipment, and all of all rents, to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property, all of the Rents, and remove any tenant or tenants or other persons from the Property.

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assumption and directing all Rents to be paid directly to Lender or Lender's agent.

LENDEE'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and convey the Rents to Lender.

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

This Document is the property of [REDACTED]
the Lake County Recorder
46320. The property tax identification number is 26-34-271-9 & 26-34-271-11.
The property or its address is commonly known as 219 Russell Street & 5265 Hohman Avenue, Hammond, IN

THIS ASSIGNMENT IS SECURE (1) PAYMENT (2) PERFORMANCE (3) SECURITY AGREEMENT (4) OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, unless and until Lender exercises its right to collect the Rents to collect the Rents shall not constitute Lender's consent to the use of cash collateral in bankruptcy proceeding.

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS SECURE (1) PAYMENT (2) PERFORMANCE (3) SECURITY AGREEMENT (4) OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

DOCUMENTS. THIS ASSIGNMENT IS SECURE (1) PAYMENT (2) PERFORMANCE (3) SECURITY AGREEMENT (4) OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS SECURE (1) PAYMENT (2) PERFORMANCE (3) SECURITY AGREEMENT (4) OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS.

ASSIGNMENT OF RENTS. (Continued)

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INDIANA.

ASSIGNMENT OF RENTS
(Continued)

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on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender shall have all the rights

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Creditor or Foreclosure Proceedings. Commencement of insolvency proceedings or any bankruptcy or receivership of any part of Grantor's property, or any other method, by any creditor or by any judicial proceeding, self-help, repossession or otherwise or to settle proceedings, whether by any government agency against the Rents or deposit accounts, with Lender. This includes a garnishee claim which is the basis of the creditor or forefeiture proceeding and if Grantor gives Lender written notice of the claim it applies if there is a good faith dispute by Grantor as to the validity or reasonableness of Default shall not affect any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default proceedings from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the liquidation of Grantor or a receiver for members withdraws from the limited liability company, or any other termination of Grantor's existence as a member with or at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's regardless of whether election to continue is made, any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the Insolvency of Grantor, the liquidation of Grantor or a receiver for members withdraws from the limited liability company, or any other termination of Grantor's existence as a member with or at any time and for any reason.

Defective Collateralization. This Assignment or any collateral document to create a valid and perfected security interest or lien effect (including failure of any collateral document to furnish a false or misleading statement to be in full force and effect on or before the date of any assignment or transfer of credit or debt), or any type of creditor for going business or the death of any member, the Insolvency of Grantor, the liquidation of Grantor or a receiver for members withdraws from the limited liability company, or any other termination of Grantor's existence as a member with or at any time and for any reason.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished to Lender by Grantor or misleads Lender to believe that the Related Documents contain a statement or representation that may materially affect any of the Related Documents in any way.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default on Other Payments. Failure of Grantor to pay taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any grantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Any term, obligation, covenant, condition contained in any other agreement between Lender and Grantor.

ASSIGNMENT OF RENTS
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Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Indiana. In all other respects, this Assignment will be governed by federal law, the laws of the State of Indiana. In all other respects, this Assignment is valid or enforceable, if ever is a question about whether any provision of this Assignment is valid or enforceable, the federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. However, if provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been provided for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses that Lender incurs in Lender's defense of its interest in the property or in the protection of its interest or the enforcement of its rights shall bear interest at the rate from the date of the filing of the complaint until paid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees and expenses for bankruptcy proceedings to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Appointee. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property to the extent necessary to satisfy the cost of the receivership, against the Lender's bond if it exceeds the amount paid to the receiver above the value of the Property or exceeds the amount paid to the receiver for the protection of the Property or the payment of expenses by a substantial amount. Employment by Lender not disqualify a person from serving as a receiver.

Assignment of Rents Section. If the Rents are collected by a third party, Lender shall have the right to collect the Rents from the tenant or other user to whom they are paid, whether or not the tenant is in default of his obligations to Lender, and to negotiate the same and collect the proceeds, over and above the amount paid to the receiver, if the receiver fails to pay the Rents to Lender. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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(Continued)

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Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

ASSIGNMENT OF RENTS
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Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Pima Hammond, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Pima Hammond, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means AMERICAN METRO BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated October 7, 2009, in the original principal amount of \$1,250,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind

use affidavit notary for Thruwa McNamee

Notary Public in and for the State of IN By _____
 My commission expires 8/7/18 *[Signature]*

Residing at Porter *[Signature]*

Assignment on behalf of the limited liability company.
 Notary Public, and on oath stated that they are authorized to execute this Assignment and in fact executed the
 authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein
 acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by
 members or designated agents of the limited liability company that executed the ASSIGNMENT OF RENTS and
 Notary Public, personally appeared Thomas McDonnell, Member of Pima Hammond, LLC, and known to me to be
 Member of Pima Hammond, LLC; and Daniel Nagle, Member of Pima Hammond, LLC, James Nagle,
 On this 7th day of October, 2009, before me, the undersigned
[Signature]

COUNTY OF <u>Lake</u>	STOP	STATE OF <u>IN</u>
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT the Lake County Recorder!		
		
<i>[Signature]</i> By: <u>James Nagle</u> , Member of Pima Hammond, LLC <i>[Signature]</i> By: <u>Thomas McDonnell</u> , Member of Pima Hammond, LLC <i>[Signature]</i> By: <u>Daniel Nagle</u> , Member of Pima Hammond, LLC <i>[Signature]</i> By: <u>Pima Hammond, LLC</u> <i>[Signature]</i> GRANTOR: <i>[Signature]</i>		

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND
 NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND
 EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 7, 2009.

and to receive and collect payment and proceeds thereunder.
 and nature, whether due now or later, including without limitation Grantor's right to enforce such leases

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (CL, AMB LN#1321479001).

This **ASSIGNMENT OF RENTS** was prepared by: CL, AMB LN#1321479001



State of ILL.

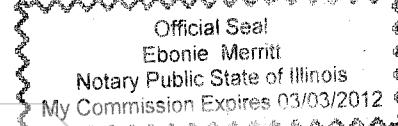
County ss: COOK

Before me,
a Notary Public of COOK County
this 7 day of October, 2009, Thomas McDonell acknowledged the
execution of this document.

Ebonie Merritt

Printed: _____

My Commission Expires: 3/3/2012
In COOK County



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