

**ASSIGNMENT ACCEPTANCE AND NOTICE
REPLACEMENT PROPERTY CONTRACT**

NOTICE: Pursuant to IRC Regulations Sec. 1.1031(k)-1(g)(4)(v), this document must be completed on or before the date of the transfer of the replacement property.

**ASSIGNMENT
ACCOUNT NO. _____**

Date: _____

For Value received, I, _____, Exchangor, hereby transfer, set over and assign all my right, title and interest (but not my obligations) in and to a certain _____ ("Contract"), a copy of which is attached hereto, for the acquisition of the property located at _____, (the Replacement Property) to Old Second National Bank of Aurora (the "Qualified Intermediary"), under an Exchange Agreement dated _____, AD _____, between the Exchangor and the Qualified Intermediary.

Exchangor

ACCEPTANCE

Old Second National Bank of Aurora, as Qualified Intermediary, hereby accepts this Assignment of Exchangor's right, title and interest (but not Exchangor's obligations) in the Contract for the acquisition of the Replacement Property this _____ day of _____, AD _____.

OLD SECOND NATIONAL BANK OF AURORA,
not individually, but solely as
Qualified Intermediary

By: _____

Its: _____

NOTICE TO SELLER

Notice is hereby given that all of Exchangor's right, title and interest (but not Exchangor's obligations) in and to the Contract have been assigned to Old Second National Bank of Aurora, not individually, but as Qualified Intermediary, under an Exchange Agreement between Exchangor and the Qualified Intermediary. By your signature hereon, you hereby acknowledge and consent to such assignment. It is acknowledged and agreed by the Exchangor that your consent will in no way release or modify any of the Exchangor's obligations to you which are set forth in the Contract. You further acknowledge and agree that the Qualified Intermediary's liability to you for any alleged breach are limited

to the forfeiture of the earnest money previously deposited with you, or your agents.

Receipt Acknowledged:

Seller

Date

**This form is being provided as a suggested format only. Exchangor and Seller acknowledge that the Old Second National Bank of Aurora, in its capacity as Qualified Intermediary, is not acting as legal counsel or advisor, and that the Exchangor and Seller must rely on his or her own legal counsel for appropriate legal guidance.