

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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ASSIGNMENT OF MORRIS W. CARTER
MORTGAGE, SECURITY AGREEMENT AND RECORDER
ASSIGNMENT OF LEASES AND RENTS
AND OTHER RECORDED LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned **RED MOUNTAIN FUNDING, L.L.C.**, a Delaware limited liability company, whose address is 420 North 20th Street, Ninth Floor, Birmingham, Alabama 35203 ("Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Assignor by **SOUTHTRUST BANK, NATIONAL ASSOCIATION**, a national banking association, whose mailing address is P.O. Box 2554, Attention Commercial Real Estate, Birmingham, Alabama 35290 ("Assignee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, and deliver unto the Assignee, its successors and assigns, **WITHOUT RECOURSE**, all of Assignor's right, title, and interest in and to the following:

- (a) That certain Mortgage, Security Agreement and Assignment of Leases and Rents dated August 5, 1998 given by WEC 98C-6 LLC, a Texas limited liability company ("Borrower"), to Assignor, recorded with the office of the Recorder of Lake County, Indiana, as Document No. 98-062287 and encumbering the land described in Exhibit A attached hereto and made a part hereof (the "Security Instrument");
- (b) That certain Assignment of Lease and Rents dated August 5, 1998 from Borrower to Assignor, with the office of the Recorder of Lake County, Indiana, as Document No. 98-062288;
- (c) That certain UCC-1 Financing Statement executed by Borrower in favor of Assignor, recorded with the office of the Recorder of Lake County, Indiana, as Document No. 98003121;
- (d) That certain UCC-1 Financing Statement executed by Borrower in favor of Assignor, recorded with the Indiana Secretary of State, as Document No. 2210958;
- (e) That certain Subordination, Non-Disturbance and Attornment Agreement executed by CPS Department Stores, Inc., in favor of Assignor, recorded with the office of the Recorder of Lake County, Indiana, as Document No. 98062290;
- (f) That certain Assumption and Modification of Mortgage and Other Loan Documents dated June 28, 1999, by and among Borrower, Wolverine Equities Company 98C L.P., a Texas limited partnership, Wilson CPS, LLC, a New Jersey

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limited liability company, and Assignor, recorded with the office of the Recorder of Lake County, Indiana, as Document No. _____;

(g) That certain UCC-3 Statement of Amendment, recorded with the office of the Recorder of Lake County, Indiana, as Document No. _____;
and

(h) That certain UCC-3 Statement of Amendment, recorded with the Indiana Secretary of State, as Document No. _____.

TOGETHER WITH (i) the Promissory Note described in and secured by the Security Instrument, (ii) all indebtedness due and to become due thereon with interest, and (iii) all rights accrued or to accrue under the Security Instrument.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on this the 31st day of August, 1999.

RED MOUNTAIN FUNDING, L.L.C., a Delaware limited liability company

By: [Signature]
Name: _____
Title: _____

STATE OF Alabama
COUNTY OF Jefferson

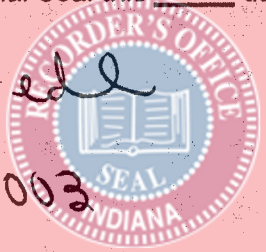
LAWRENCE D. KATZ
AUTHORIZED SIGNATORY

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

I, Madison W. Sted Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence D. Katz, an Authorized Signatory of Red Mountain Funding, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of such corporation, as his own free and voluntary act and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August 1999.

Madison W. Sted
NOTARY PUBLIC
My Commission Expires: 3/10/2003



This Instrument prepared by, and upon recordation should be returned to:
Burr & Forman LLP
One Georgia Center - Suite 1200
600 West Peachtree Street
Atlanta, Georgia 30308
Attention: Vanessa G. Morris

Location: U.S. Highway 30, Merrillville, Indiana

Exhibit A

PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 161.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 1130.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 947.01 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 479.41 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 73.73 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 120 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 270.00 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 116.00 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 87.86 FEET; THENCE SOUTH 20 DEGREES 19 MINUTES 09 SECONDS WEST, 100.51 FEET; THENCE SOUTH

72 DEGREES 08 MINUTES 00 SECONDS WEST, 451.23 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 466.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, PRIVILEGES AND EASEMENT FOR INGRESS, EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, FOR CONSTRUCTION, ERECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF FOOTINGS, FOUNDATIONS, SUPPORTS AND WALLS, SIGNS, LIGHTS, ENTRANCES, DOORS, MARQUEES, CANOPIES, OVERHANGS OR OTHER IMPROVEMENTS OF LIKE NATURE, AND TO INSTALL, TIE INTO, USE, MAINTAIN, REPAIR AND REPLACE UNDERGROUND UTILITY FACILITIES SUCH AS WATER, GAS, ELECTRIC AND TELEPHONE LINES, AND STORM AND SANITARY SEWER LINES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS CREATED AND GRANTED AS APPURTENANCES TO THE AFOREDESCRIBED PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED JUNE 27, 1972, AND RECORDED ON NOVEMBER 8, 1972 AS DOCUMENT NO. 174993, MADE BY AND AMONG GARY JOINT VENTURE, A GENERAL PARTNERSHIP, J. C. PENNEY COMPANY, INC., A DELAWARE CORPORATION, AND SEARS ROEBUCK AND CO., A NEW YORK CORPORATION, IN, OVER, UPON AND UNDER THE SHOPPING CENTER AS THAT TERM IS DEFINED IN SAID AGREEMENT AND SHOWN ON THE SITE PLAT ATTACHED TO SAID AGREEMENT AS EXHIBIT "A", AND KNOWN AS MERRILLVILLE MALL, AND AS AMENDED BY FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED APRIL 16, 1973, AND RECORDED JUNE 26, 1973, AS DOCUMENT NO. 208331, AND FURTHER AMENDED BY SECOND AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED DECEMBER 10, 1974 AND RECORDED FEBRUARY 25, 1975 AS DOCUMENT NO. 289791, AND FURTHER AMENDED BY THIRD AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT RECORDED AUGUST 16, 1977 AS DOCUMENT NO. 423321.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

PARCEL 3:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 604.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING

NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 30.00 FEET ALONG THE
EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE NORTH 65
DEGREES 30 MINUTES 00 SECONDS EAST, 140.91 FEET; THENCE SOUTH 24
DEGREES 30 MINUTES 00 SECONDS EAST, 75.00 FEET; THENCE NORTH 65
DEGREES 30 MINUTES 00 SECONDS EAST, 68.54 FEET; THENCE ALONG THE ARC
OF A 200.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST WHOSE CHORD
BEARS SOUTH 64 DEGREES 15 MINUTES 24 SECONDS EAST, 101.78 FEET; THENCE
ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST
WHOSE CHORD BEARS SOUTH 59 DEGREES 52 MINUTES 44 SECONDS EAST, 229.29
FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE MICHIGAN-WISCONSIN
PIPELINE COMPANY EASEMENT; THENCE ALONG SAID SOUTHERLY EASEMENT LINE,
NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 575.52 FEET; THENCE NORTH
17 DEGREES 52 MINUTES 00 SECONDS WEST, 75.16 FEET TO THE NORTHERLY
LINE OF THE MICHIGAN-WISCONSIN PIPELINE COMPANY EASEMENT; THENCE NORTH
68 DEGREES 21 MINUTES 41 SECONDS EAST, ALONG SAID NORTH EASEMENT LINE,
40.09 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 105.23
FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 666.84 FEET;
THENCE ALONG THE ARC OF A 290.00 FOOT RADIUS CURVE, CONCAVE TO THE
SOUTHWEST, WHOSE CHORD BEARS NORTH 58 DEGREES 48 MINUTES 16 SECONDS
WEST, 200.23 FEET; THENCE ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE,
CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 69 DEGREES 55
MINUTES 59 SECONDS WEST, 81.94 FEET; THENCE ALONG THE ARC OF A 126.46
FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH
73 DEGREES 38 MINUTES 24 SECONDS WEST, 55.91 FEET; THENCE NORTH 86
DEGREES 24 MINUTES 29 SECONDS WEST, 170.24 FEET TO THE POINT OF
BEGINNING OF THIS DESCRIPTION.

THE ABOVE PROPERTY WAS TRANSFERRED FROM I-65 U. S. 30 CORPORATION TO
LAKE COUNTY TRUST COMPANY, A CORPORATION OF INDIANA, AS TRUSTEE UNDER
THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 15, 1985 AND KNOWN AS
TRUST NUMBER 3501, BY QUIT CLAIM DEED DATED JUNE 15, 1985 AND RECORDED
OCTOBER 2, 1985, AS DOCUMENT NO. 822722.

WEC 98C-6-Southlake Mall:

Location: U.S. Highway 30, Merrillville, Indiana
No Tax Parcel Number required.