# PREPARED BY AND RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO 1656

2002 JOHN S. 16

Principal Capital Real Estate Investors 801 Grand Avenue Des Moines, Iowa 50392-1360 Attn: Kelly Townsend Loan No. 752320

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND GENERAL ASSIGNMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND GENERAL ASSIGNMENT (collectively, this "Assignment"), effective the 21st of December, 2001, is between STATE OF WASHINGTON STATE INVESTMENT BOARD, SUCCESSOR-IN-INTEREST TO PRINCIPAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, having an address at c/o Principal Capital Real Estate Investors, 801 Grand Avenue, Des Moines, Iowa 50392-1450 ("Assignor"), and is in favor of PRINCIPAL SILVER, LLC, a Delaware limited liability company ("Assignee").

## the Lake County Recorder! WITNESSETH:

WHEREAS, Assignor is the holder of that certain Mortgage and Security Agreement dated August 19, 1999, executed by Mungusta, L.L.C., an Illinois limited liability company, predecessor in interest to Becknell Mungusta, LLC, a Delaware limited liability company ("Borrower") in favor of Assignor and recorded on September 2, 1999 as Instrument No. 99072890 in the office of the Recorder, Lake County, Indiana as amended by that certain Consent to Transfer of Property and Assumption of Secured Promissory Note, Mortgage and Security Agreement and Assignment of Leases and Rents dated September 28, 2001 and recorded on September 28, 2001 as Instrument No. 2001078800 in the office of the Recorder, Lake County, Indiana (the "Consent") and Letter dated January 12, 2001, accepted by Borrower January 12, 2001 (as same may be amended, modified, renewed, added to and changed from time to time, the "Mortgage") secured by real property described and set forth in Exhibit A annexed hereto and made a part hereof;

WHEREAS, Assignor is also the owner and holder of that certain Assignment of Leases and Rents dated August 19, 1999, executed by Borrower in favor

15 303288

of Assignor and recorded on September 2, 1999 as Instrument No. 99072891 in the office of the Recorder, Lake County, Indiana as amended by the Consent (as the same may be amended, modified, renewed, added to and changed from time to time (the "ALR");

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by Borrower in favor of Assignor on August 19, 1999, in the amount of \$4,500,000.00 as amended by the Consent (the "Pledged Note");

WHEREAS, Assignor is beneficiary of certain other loan documents relating to the Pledged Note;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage, the ALR and any other loan agreement, document and security interests relating to the Pledged Note, all as amended, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

This Document is the property of

Assignment. Assignor hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to Assignee without recourse, all of Assignor's right, title and interest in and to the Mortgage, the ALR, the Pledged Note and all amendments, supplements and modifications thereto and all liens, financing statements, guaranties and security interests securing the payment of the Pledged Note, including without limitation the Assignor's interest under any other documents recorded in the real property records of the jurisdiction in which the real property described on Exhibit A is located, and any other loan documents, agreements, instruments or property, property reports, surveys, environmental reports, or appraisals relating to the Pledge Note, including, but not limited to, any loan servicing agreement, any letter(s) of credit, any escrow accounts, including, but not limited to those for taxes and insurance and repair reserves, and all of Assignor's right, title, interest, claims, demands, causes of action and judgments securing or relating to the Pledged Note (collectively the "Other Loan Documents and Collateral"). With respect to the assignment or change of beneficiary under any letter(s) of credit which is not completed prior to the date of this Assignment, Assignor agrees to fully cooperate with Assignee in drawing on any such letter of credit for the benefit of Assignee in the event of a default by the respective Borrower and upon receiving written notice from Assignee;

this obligation shall continue until each respective letter of credit is either assigned by the respective issuer or a replacement letter of credit is issued.

TO HAVE AND TO HOLD the Mortgage, ALR, Pledged Note and the Other Loan Documents and Collateral, together with all and singular the rights and privileges thereunto in any way belonging unto Assignor, its successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

#### **ASSIGNOR:**

STATE OF WASHINGTON STATE INVESTMENT BOARD

By

Name: Jeffrey A. Habersetzer

Title: Senior Investment Officer - Real Estate

NOT OFFICIAL!

This DocumerNamethe property of the Lake CTitleity Recorder!

MP:jp:s:wsib transfer:752320:amsa

11/2/01

## State of Washington County of Thurston

The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of December, 2001 by Jeffrey A. Habersetzer who is personally known to me.

Meila Llessler
Notary's Signature



### Exhibit A Loan No. 752320

Parcel 1: Lot 3, DCS Subdivision, as shown in Plat Book 85, page 83, Lake County, Indiana.

Parcel 2: Non-Exclusive Easement Rights for Ingress and Egress as set forth in Easement Agreement recorded as Instrument No. 98102799, and shown in Plat Book 85, page 83.

Parcel 3: Non-Exclusive Drainage Easement Rights as set forth in Drainage Easement Agreement recorded as Instrument No. 98102800.

Parcel 4: Non-Exclusive Easement Rights for Detention Pond, as set forth in Detention Pond Easement Agreement recorded as Instrument No. 98102801.

MP\ag\s:\wsib transfer\752320\exha 11/06/01

