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MICHAEL J. BROWN  
RECORDER

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Recording Requested by  
and when recorded

2006 007665

Return to:

Anderson, McCoy & Orta, P.C.  
100 N. Broadway, Ste 2600  
Oklahoma City OK 73102  
1107.033

### ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

This Assignment of Mortgage and Assignment of Leases and Rents (the "Assignment") is made and entered into as of the 28 day of June, 2005, by CITIGROUP GLOBAL MARKETS REALTY CORP., a New York corporation ("Assignor"), for the benefit of See attached Exhibit A, a(n) \_\_\_\_\_ ("Assignee").

1. Assignor has made a mortgage loan in the principal amount of \$16,000,000 ("Loan") to CROSSROADS IMPROVEMENTS, LLC, a Delaware limited liability company ("Borrower"). The Loan is secured by (i) that certain Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"), executed by Borrower, dated October 13, 2004, on the property known as The Crossings, Schererville, Indiana, and recorded as 2004-091531 of the official records of Lake County, Indiana, and (ii) that certain Assignment of Leases and Rents (the "Assignment of Leases") executed by Borrower, dated of even date therewith, and recorded as 2004-091532 on October 26, 2004 of the official records of Lake County, Indiana, both of which cover the real property described on Exhibit B attached hereto; and

2. Assignor desires to assign, transfer and convey all of its right, title and interest in the Loan, the Mortgage, the Assignment of Leases, and all other documents and certificates executed and delivered in connection with the Loan (the "Loan Documents") to Assignee.

NOW, THEREFORE in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and arising out of the Loan, Mortgage, the Assignment of Leases and the Loan Documents.

2. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

3. This Assignment shall be construed and enforced according to the laws of the State of Indiana.

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4. Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

This Assignment is executed as of the day, month and year first above written.

**CITIGROUP GLOBAL MARKETS REALTY  
CORP.**, a New York corporation

By:   
Name: Elisa DePalma  
Title: Authorized Agent



**ACKNOWLEDGMENT**

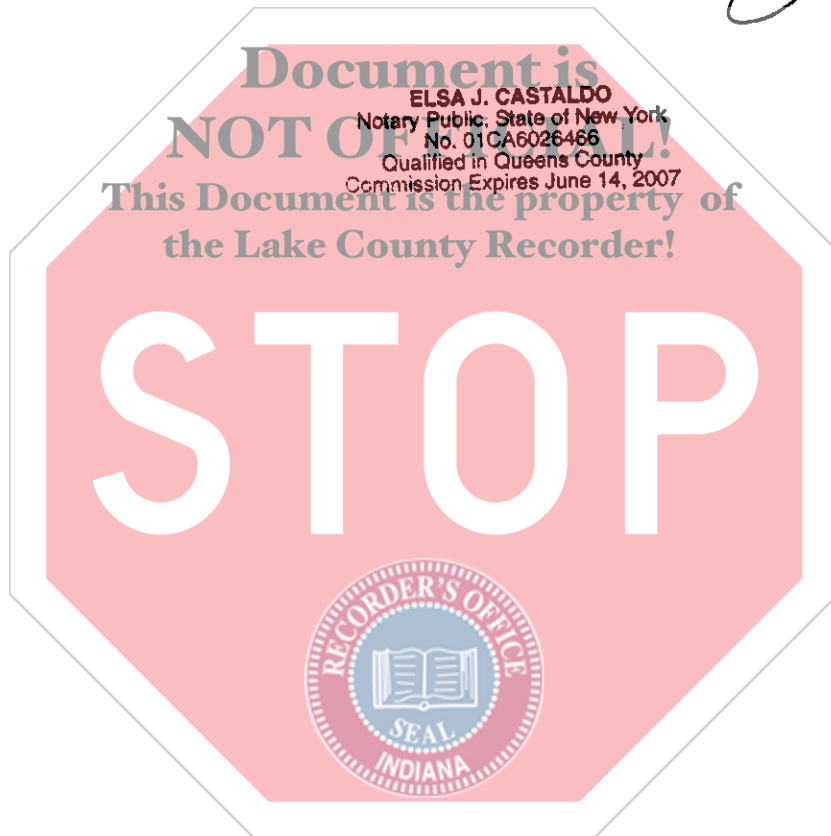
**STATE OF NEW YORK**            )

)

**COUNTY OF NEW YORK**        )

**BEFORE ME**, the notary public, on this day personally appeared Elisa DePalma  
Authorized Agent of and on behalf of Citigroup Global Markets Realty Corp., a New York  
corporation, known to me to be the person whose name is subscribed hereto and, being by me  
first duly sworn, declare that the statements therein contained are true and correct. Given under  
my hand and seal of office this 15<sup>th</sup> day of June, 2005.

*Elisa J. Castaldo*  
Notary Public, State of New York



**EXHIBIT A**

**(Assignee)**

**LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE TRUST 2005-C3, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-C3, whose mailing address is 135 South LaSalle Street, Suite 1625, Chicago, IL 60603**

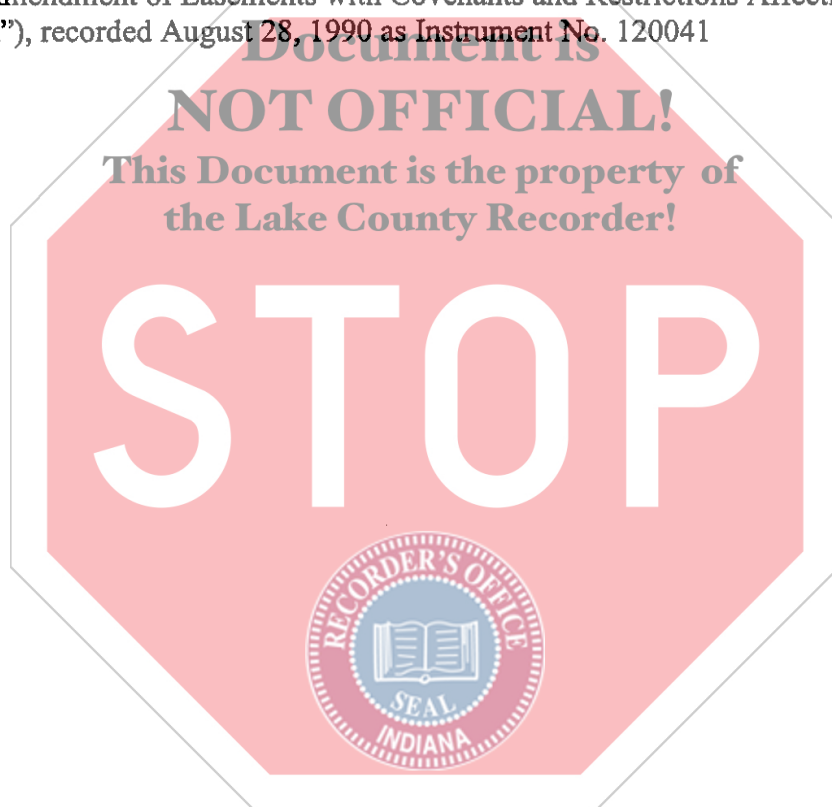


**Exhibit "B"**

Parcel 1: Lot "A", Resubdivision of Lots 4 and 5 of the Crossroads, Plat Book 69, Page 3, an Addition to the Town of Schererville, according to the plat thereof recorded in Plat Book 70 Page 64, in Lake County, Indiana

Parcel 2: Lot 2, the Crossroads, as shown in Plat Book 69 Page 3, in Lake County, Indiana, excepting therefrom portions conveyed to the State of Indiana

Parcel 3: Together with Non-exclusive easements for ingress, egress and parking as contained in an instrument entitled Declaration of Easements and Restrictions recorded February 20, 1990 as Instrument No. 085154; as amended by First Amendment to Declaration of Easements and Restrictions, recorded August 28, 1990 as Instrument No. 120042, AND as contained in an instrument entitled Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded September 24, 1990 as Instrument No. 125380, AND as contained in an instrument entitled Easements with Covenants and Restrictions Affecting Land ("ECR"), Recorded February 20, 1990 as Instrument No. 085156; as amended by First Amendment of Easements with Covenants and Restrictions Affecting Land ("ECR"), recorded August 28, 1990 as Instrument No. 120041



Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration

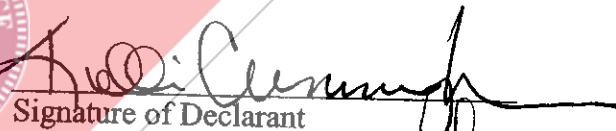
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

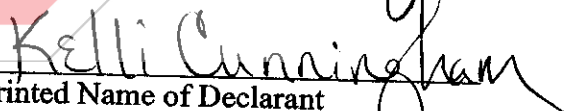
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



  
Signature of Declarant

  
Printed Name of Declarant