STATE OF INDIANALAKE COUNTY
FILED FOR RECORD

MICHAEL A BROWN RECORDER

2006 FEB 13 PM 3: 19

2006 011660 AND WHEN RECORDED MAIL TO:

Document Recording & Retrieval Services 55 S. Valle Verde Dr. # 235-192 Henderson, Nv 89012 www.drrsvcs.com

RECORDING REQUESTED BY

41423

Space Above Line For Recorder's Use Only

## **COLLATERAL ASSIGNMENT** OF MORTGAGE AND LOAN DOCUMENTS

This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made as of January 31, 2006 by Brookview Rehab Funding, LLC, a Connecticut limited liability company ("Assignor"), in favor of WELLS FARGO FOOTHILL, INC., a California corporation ("Assignee"), as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys, and transfers to Assignee as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement) all of Assignor's right, title, and interest in and to that certain mortgage and security agreement dated June 24, 2004, executed by 185 Development, LLC, recorded on July 1, 2004 in the [real estate records] of Lake County, Indiana at Instrument #2004055910, thereof (hereinafter called the "Mortgage"), describing certain real property therein (the "Real Property") as:

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description. the Lake County Recorder!

TOGETHER, with the note or notes and the other documents, instruments, and agreements therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage, and all related loan documents.

- The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
- This Assignment is being delivered pursuant to that certain Loan and Security Agreement, dated as of January 20 2006, as amended from time to time, among Assignor, Brookview Financial, Inc., and Assignee.
- If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.
  - 6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

[Signature on following page....]

de 1700-

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

WITNESSED:

BROOKVIEW REHAB FUNDING, LLC. a

Connecticut limited liability company

By: BF Management, LLC, its Manager

By: \_\_\_\_ Name:

Michael Smolkis

Title: Underwriting Manager, Duly Authorized

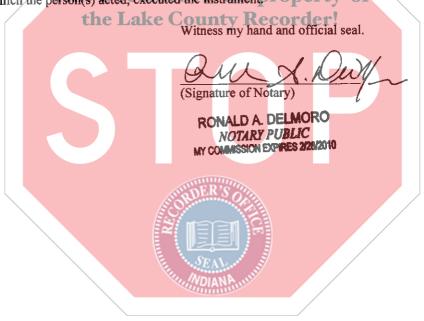
STATE OF CONNECTICUT

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COUNTY OF NEW HAVEN

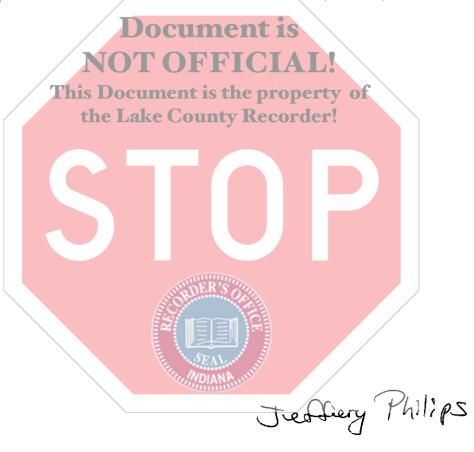
On 113 06, before me, Royald A Dallaro, Notary Public, personally appeared

personally known to me — OR — proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.



LOT 40, BLOCK 86, GARY LAND COMPANY'S FIRST SUBDIVISION AS THE SAME APPEARS IN PLAT BOOK 6, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 521 CONNECTICUT STREET, GARY, IND. 46402



R01312

Prescribed by the State Board of Accounts (2005)

County form 170

Declaration

## Document is

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 herby 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