

AFTER RECORDING, RETURN TO:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Corporation Service Company ²¹³VICING 2006 083190
P.O. Box 2969
Springfield, IL 62708

2006 SEP 21 PM 3: 09

MICHAEL A. BROWN
RECORDER

PERMANENT TAX INDEX NUMBER[S]:

17-0017-0123, 17-0017-0124, 17-0017-0125, 17-0017-0129

Property Address:

1000-1111 W. 37th Ave

Hobart, IN 46342

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS dated as of the *14th day of August, 2006*. (the "Assignment"), is executed by LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Assignor"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate, to and for the benefit of PARK NATIONAL BANK, a national banking association (the "Assignee"), whose address is 11 Madison Street, Oak Park, Illinois 60302

Document is
NOT OFFICIAL!

RECITALS:

A. Pursuant to that certain Loan Portfolio Purchase Agreement dated as of *August 14th, 2006*, executed by and between the Assignor and the Assignee (as amended from time to time, the "Master Assignment Agreement"), the Assignor has conveyed, transferred, set over and assigned to the Assignee certain loans (collectively, the "Assigned Loans") and all collateral for such Assigned Loans, together with all security agreements, mortgages, assignments, guaranties and other documents and instruments evidencing or securing such loans (collectively, the "Loan Documents").

B. The Loan Documents include, without limitation, that certain (i) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated 12/2/2003, executed by Hobart Properties LLC (the "Mortgagor"), in favor of the Assignor, and recorded on 12/18/2003 as Document Number 2003 133258 with the Recorder of Deeds of Lake County, State of IN (the "Mortgage"), and (ii) Assignment of Rents dated 12/2/2003, executed by the Mortgagor in favor of the Assignor, and recorded on 12/18/2003 as Document Number 2003 133259 with the Recorder of Deeds of Lake County, State of IN (the "Assignment of Rents"), whereby the Mortgagor mortgaged, granted, assigned and conveyed to the Assignor the real estate and improvements located thereon described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), and all leases and rents relating to the Premises.

C. The Assigned Loans include, without limitation, the loans described in the Mortgage, as evidenced by the note referred to in the Mortgage.

D. This Assignment is being executed by the Assignor in accordance with the terms of the Master Assignment Agreement and confirms, for purposes of the public record, the sale, assignment and transfer of the Mortgage and loans described therein, by the Assignor to the Assignee.

446079-1B2A

2100
3149
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NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Assignment shall have the meanings assigned thereto in the Loan Documents.
3. Assignment. The Assignor does hereby sell, assign, transfer and set over to the Assignee all of Assignor's right, title and interest, of every kind and nature, in and to the Mortgage, the Assignment of Rents, the Premises, and any and all other Loan Documents referred to in the Mortgage.
4. Disclaimer of Representations by the Assignor. The assignment of the Mortgage and the other Loan Documents hereby is being made by the Assignor on an "AS IS" basis and WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. Except as set forth in the Master Assignment Agreement, the Assignor makes no representation or warranty and assumes no responsibility of any kind or character in relation to the Mortgage and the other Loan Documents or any party concerned therewith, including, but not limited to, the execution, validity, genuineness, enforceability, priority or collect ability of the Note referred to the Mortgage or any of the Loan Documents, any collateral security therefore or any guarantee thereof.
5. Successor Mortgagee. The term "Mortgagee" as used in the Mortgage shall be deemed to mean and refer to the Assignee.
6. Future Notices. The Assignor will promptly send copies of all notices and summons that the Assignor receives with respect to the Mortgage or the Premises, to the Assignee at the address set forth above. Any notice or summons required or desired to be given to the mortgagee pursuant to or with respect to the Mortgage shall be addressed to the Assignee and sent to address set forth above. The failure to deliver any said notices or summons to the Assignee shall not be effective against the Assignee or its interest in the Premises.
7. Governing Law. This Assignment has been made and delivered at Chicago, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois.
8. Successors and Assigns. This Assignment shall be binding on Assignor, its successors and assigns, and all persons claiming under or through any of the foregoing, and shall inure to the benefit of the Assignee, its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Mortgage and Loan Documents to be executed as of the date set forth above.

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: *Stanford Gertz*
Name: Stanford Gertz
Title: Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STANFORD GERTZ, an Assistant Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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 as such Assistant Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *14th day of August, 2006*.



Claudette Corbbins
Notary Public

My Commission Expires:

07/08/2008



GKF:sw
August 14, 2006
AssignmentAllongeOmbus

EXHIBIT "A"LEGAL DESCRIPTION OF REAL ESTATE**Parcel 1:**

Part of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 7 West of the 2nd Principal Meridian, Lake County, Indiana, described as:

Commencing at the intersection of the North line of 38th Avenue and the East line of Colorado Street; thence East along said North line 437.21 feet to the point of beginning; thence North 00 degrees 01 minutes 26 seconds East, 368.66 feet; thence South 89 degrees 58 minutes 34 seconds East, 67.15 feet; thence North 00 degrees 01 minutes 26 seconds East, 230.00 feet to the South line of 37th Avenue; thence South 89 degrees 58 minutes 34 seconds East along said South line, 102.35 feet to the East line of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 30; thence South 02 degrees 02 minutes 19 seconds East along the East line of said Northwest Quarter, 598.96 feet to the North line of 38th Avenue; thence West along said North line, 191.07 feet to the point of beginning.

Parcel 2:

Part of the Northwest quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 7 West of the 2nd Principal Meridian, Lake County, Indiana, described as:

Commencing at the intersection of the North line of 38th Avenue and the East line of Colorado Street; thence East along said North line 214.23 feet to the point of beginning; thence North 00 degrees 01 minutes 26 seconds East, 373.74 feet; thence North 89 degrees 58 minutes 34 seconds West, 228.12 feet to the East line of Colorado Street; thence North 02 degrees 06 minutes 15 seconds West along the East line of Colorado Street, 60.00 feet; thence South 89 degrees 58 minutes 34 seconds East, 152.98 feet; thence North 02 degrees 06 minutes 15 seconds West, 165.16 feet to the South line of 37th Avenue; thence South 89 degrees 58 minutes 34 seconds East along said South line, 97.65 feet; thence South 00 degrees 01 minutes 26 seconds West, 217.0 feet; thence South 89 degrees 58 minutes 34 seconds East, 49.85 feet; thence South 00 degrees 01 minutes 26 seconds West, 207.21 feet; thence North 89 degrees 58 minutes 34 seconds West, 25.0 feet; thence South 00 degrees 01 minutes 26 West, 50.0 feet; thence south 89 degrees 58 minutes 34 seconds East, 46.0 feet; thence South 00 degrees 01 minutes 26 seconds West, 124.5 feet to the North line of 38th Avenue; thence South 90 degrees 00 minutes 00 seconds West along said North line 85.00 feet to the point of beginning.

Parcel 3:

The Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 7 West of the 2nd Principal Meridian, except the North 198.18 feet of the West 183.00 feet thereof; and except that part lying within Parcels 1 and 2 above; and except

EXHIBIT "A"LEGAL DESCRIPTION OF REAL ESTATE

that part of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as commencing at the intersection of the North line of 38th Avenue and the East line of Colorado Street; thence East along said North line, 299.21 feet to the point of beginning; thence North 00 degrees 01 minutes 26 seconds East, 124.50 feet; thence North 89 degrees 58 minutes 34 seconds West, 46.00 feet; thence North 00 degrees 01 minutes 26 seconds East, 50.00 feet; thence South 89 degrees 58 minutes 34 seconds East, 25.00 feet; thence North 00 degrees 01 minutes 26 seconds East, 207.21 feet; thence North 89 degrees 58 minutes 34 seconds West, 49.85 feet; thence North 00 degrees 01 minutes 26 seconds East, 217.00 feet to the South line of 37th Avenue; thence South 89 degrees 58 minutes 34 seconds East along said South line, 276.00 feet thence South 00 degrees 01 minutes 26 seconds West, 230.00 feet; thence North 89 degrees 58 minutes 34 seconds West, 67.15 feet; thence South 00 degrees 01 minutes 26 seconds West, 368.66 feet to said North line; thence West along said North line, 138.00 feet to the point of beginning, all in Lake County, Indiana.

Parcel 4:

Non-exclusive easement rights for the benefit of Parcels 1, 2 and 3 as created by Declaration of Restrictions and Grant of Easements dated December 14, 1981 and recorded December 18, 1981, as Document No. 654168, in the Recorder's Office of Lake County, Indiana, for the purpose of non-exclusive easements for ingress and egress over and across all parking areas, driveways and service areas; for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephone or electrical conducts or systems, gas mains, or public utilities, and service easements; for footings, foundations, and caves appurtenant to any building or structure which may encroach into or over an adjoining parcel.

