

Assignment of Mortgage

This ASSIGNMENT OF MORTGAGE is made as of February 08, 2007, by Mill Pond Funding LLC, a Delaware corporation with a place of business at 11 Mill Pond Road, P.O. Box 263, Sherman, CT 06784, (the "Company"), as assignor, to TD Banknorth, N.A., a New Jersey corporation with a place of business at 102 West Main Street, New Britain, CT 06050 (the "Bank"), as assignee.

In consideration of certain loans made by the Bank to the Company pursuant to a Commercial Revolving Loan and Security Agreement ("the Agreement") dated as of October 22, 2004, by and between the Company, the Bank, Marjorie Ziegelman and Alan Haberman (as Guarantors), and the fact that the note(s) secured by the Mortgage (as defined herein) have been endorsed to the Bank by the Company, the Company hereby assigns to the Bank the mortgage (the "Mortgage") as collateral to secure the Loans (as defined in the Agreement), made by G.I.N Development, Inc. to the Company, given to secure the payment of the sum of \$43,900.00 and interest, dated February 05, 2007 recorded on 3/13/07 in the office of the Lake County Clerk, in Reel _____, Page _____ together with the note(s) described in the Mortgage described above and the moneys due and to become due thereon with interest, which Mortgage was assigned to the Company by an instrument in writing dated the date hereof which instrument is intended to be recorded simultaneously herewith TO HAVE AND TO HOLD the same unto the Bank and its successors and assigns, forever. The Mortgage affects premises known as:

Inst. # 2007 - 021504

4031 Fillmore Street, Gary, IN
25-47-0008-0048

The Company represents that there is now owing upon the Mortgage, without offset or defense of any kind, the principal sum of \$43,900.00 with interest due thereon at the rate of 15% percent per annum.

The assignee is not acting as a nominee of the Mortgagor and the Mortgage being assigned continues to secure a bona fide obligation.

This Assignment of Mortgage is made for the express purpose of securing indebtedness of the Company to the Bank under the Agreement and is subject to the terms and provisions of the Agreement. Upon compliance with the conditions of the Agreement, the Bank will execute and deliver to the Company a statutory short form assignment, without warranty or covenant, of the Mortgage and related Mortgage note, unless the Mortgage shall have then been paid in full by the Mortgagor or otherwise satisfied or foreclosed.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

MILL POND FUNDING LLC, as Assignor

By: *Alan Haberman*

Name: Alan Haberman, Member

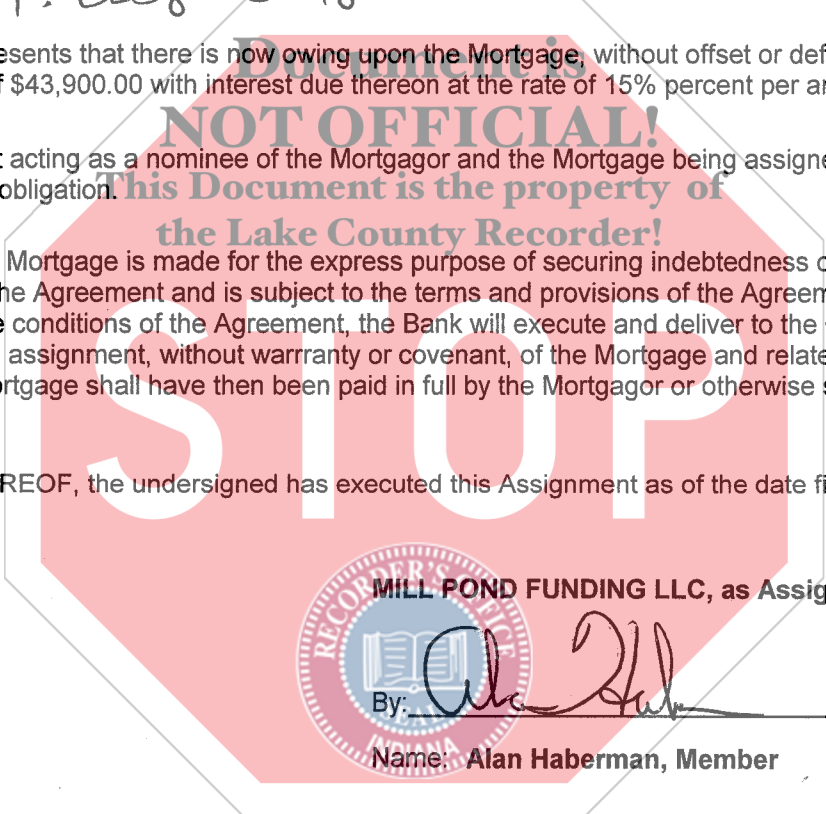
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2007 021388

STATE OF INDIANA
LAKE COUNTY
CLERK OF COURSE
RECORDED
MAR 13 2007 3:30 PM



Acknowledgment

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 08 day of February in the year 2007, before me, the undersigned, a notary public in and for the state, personally appeared Alan Haberman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Document is NOT OFFICIAL!

By: [Signature]
Notary Public

This Document is the property of the Lake County Recorder's Office

MICHAEL J. FARBER
NOTARY PUBLIC, State of New York
No. 01FA5019111
Qualified in Nassau County
Commission Expires October 12, *2009*

STOP

RECORDER'S OFFICE
SEAL
INDIANA

MIL151

Record & Return to:
Mr. Gregory Pignataro
TD Banknorth, N.A.
102 West Main Street
New Britain, CT 06050

