

Assignment of Mortgage

This ASSIGNMENT OF MORTGAGE is made as of June 04, 2007, by Benjamin Funding Corp., a Delaware corporation with a place of business at 44 Cornflower Lane, East Northport, NY 11731, (the "Company"), as assignor, to TD Banknorth, N.A., a national association with a place of business at 102 West Main Street, New Britain, Connecticut 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 January 22, 2004, by and between the Company, the Bank and Marjorie Ziegelman (as Guarantor), 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 Patrick Achebe to the Company, given to secure the payment of the sum of \$41,800.00 and interest, dated May 31, 2007 recorded on 6/7/07 in the office of the Lake County Clerk, in Reel 20070418-2174 Page 2174, 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:

749 Burr Street, Gary, IN

25-47-0181-0039

The Company represents that there is now owing upon the Mortgage, without offset or defense of any kind, the principal sum of \$20,200.00 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.

BENJAMIN FUNDING CORP., as Assignor

By: _____

Name: Robert S. Goldenberg, Vice-President

Acknowledgment

STATE OF NEW YORK
COUNTY OF NEW YORK



On the 04 day of June in the year 2007, before me, the undersigned, a notary public in and for the state, personally appeared Robert S. Goldenberg, 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.

By: _____

Notary Public

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

Ben941

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

2007 057829

STATE OF NEW YORK
FILED
2007 JUN 17
MORTGAGE
RECORDED
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1300
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