RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: 2007 096191

Brookview Rehab Funding, LLC Atth: Post Closing Department 2321 Whitney Avenue Suite 101 Hamden, CT 06518

RESOURCE TITLE OF CINCINNATI 375 Glensprings Dr., #105 Cincinnati, Ohio 45246 53

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 November 9, 2007 by Brookview Rehab Funding, LLC, a Connecticut limited liability company ("Assignor"), with an address of 2321 Whitney Avenue, Suite 101, Hamden, CT 06518, in favor of WELLS FARGO FOOTHILL, INC., a California corporation ("Assignee"), with an office located at 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, 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 November 9, 2007 executed by Miller Hely Time, L.L.C. recorded on _______, 2007 in the [real estate records] of ______ County, _____ at Volume #___ and Page #_ (hereinafter called the "Mortgage"), describing certain real property therein (the "Real Property") as: _, thereof

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

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.

Neither this Assignment nor any provisions hereof may be changed, waived, discharged or 6. 10 ov Cha 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.

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

WITNESSED:

Nandita Awasthi

Deborah Donofrio

BROOKVIEW REHAB FUNDING, LLC. a

Connecticut limited liability company

By: BF Management, LLQ1its Manager

Name:

Michael Smolkis

Title: Underwriting Manager, Duly Authorized

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On October 10, 2007, before me, Ronald A. DelMoro, Notary Public, personally appeared Michael Smolkis, \boxtimes personally known to me — OR — \square 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.

Witness my hand and official seal.

(Signature of Notary)

RONALD A. DELMORO
NOTARY PUBLIC

MY COMMISSION EXPIRES 2/28/2010

Exhibit A Legal Description

For File: **I853**

Property Address: 6116 Marshall Avenue Hammond, IN 46323

Situated in Lake County, in the State of Indiana:

Lots 10 and 11, and the North 7 1/2 feet of Lot 12, Block 2, Subdivision of that part lying East of the Chicago, Indiana and Southern Railroad of the North 1/2 of the Northeast 1/2 of the Southwest 1/2 of Section 4, Township 36 North, Range 9 West of the 2nd Principal Meridian, as shown in Plat Book 6, page 24, in Lake County, Indiana.

Be the same more or less, but subject to all legal highways.

Permanent Parcel No. 26-36-0162-0010, 26-36-0162-0009

