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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RECORDING REQUESTED BY **2007 097901**
AND WHEN RECORDED MAIL TO:

2007 DEC 14 AM 8:57

MICHAEL A. BROWN
RECORDER

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

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 December 10, 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:

nty 2007 097900

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 December 10, 2007 executed by Tire Swing, LLC recorded on 12-14, 2007 in the [real estate records] of _____ County, _____ at Volume # _____ and Page # _____, 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.

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.

2. 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.

3. 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.

4. 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.

5. 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.

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

WITNESSED:

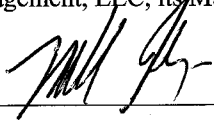
BROOKVIEW REHAB FUNDING, LLC. a

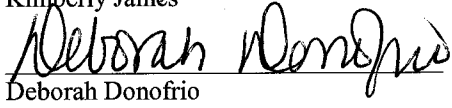
Connecticut limited liability company

By: BF Management, LLC, its Manager



Kimberly James

By: 



Deborah Donofrio

Name: Michael Smolkis
Title: Underwriting Manager, Duly
Authorized

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On December 1, 2007, before me, Ronald A. DelMoro, Notary Public, personally appeared Michael Smolkis, 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.

STOP
Witness my hand and official seal.



(Signature of Notary)

RONALD A. DELMORO
NOTARY PUBLIC

MY COMMISSION EXPIRES 2/28/2010



No: 920078285

LEGAL DESCRIPTION

Lot 30 in Cleveland Heights, as per plat thereof, recorded in Plat Book 28 page 78, in the Office of the Recorder of Lake County, Indiana.

