

J

RECORDED  
LAKE COUNTY  
PUBLIC DEPARTMENT

2008 021534

2008 MAR 26 PM 12:17

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

MICHAEL A. SNOON  
RECORDER

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

RECORD THIRD

Space Above Line For Recorder's Use Only

**COLLATERAL ASSIGNMENT  
OF MORTGAGE AND LOAN DOCUMENTS**

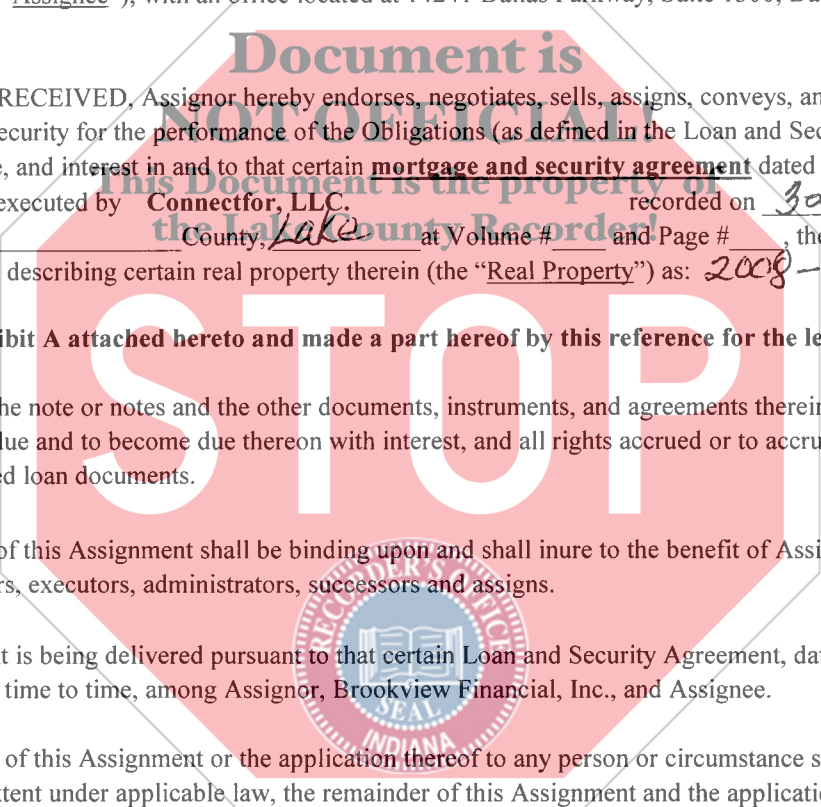
This COLLATERAL ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made as of March 21, 2008 by Brookview Rehab Funding, LLC, a Connecticut limited liability company ("Assignor"), with an address of 2321 Whitney Avenue, Suite 101, Hamden, CT 06518, in favor of WELLS FARGO FOOTHILL, INC., a California 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 March 21, 2008 executed by Connectfor, LLC, recorded on 3-26-08, 2008 in the [real estate records] of Lake County, Lake at Volume #          and Page #         , thereof (hereinafter called the "Mortgage"), describing certain real property therein (the "Real Property") as: 2008-

**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.



14  
67332680  
W

[Signature on following page....]

R03192

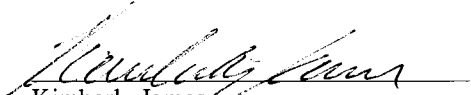
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

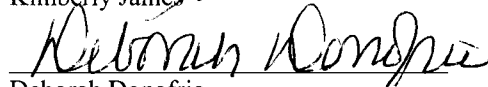
WITNESSED:

BROOKVIEW REHAB FUNDING, LLC. a

Connecticut limited liability company

By: BF Management, LLC, its Manager

  
Kimberly James

  
Deborah Donofrio

By: 

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.



↓  
Resource