

Assignment of Mortgage

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KNOW THAT CARNEGIE CAPITAL CORP., a corporation organized under and existing by virtue of the laws of the State of Delaware, maintaining an office for the transaction of business at P.O. Box 263, Sherman, CT 06784, ("Assignor"), in consideration of Ten (\$10.00) dollars, paid by WEBSTER BUSINESS CREDIT CORPORATION, its successors and/or assigns, maintaining an office for the transaction of business at 360 Lexington Avenue, New York, NY 10017, as Agent for itself and for the Amended and Restated Credit and Security Agreement described below ("Assignee"), hereby assigns unto the Assignee Mortgage dated July 30, 2008 in the principal sum of \$113,400.00 Dollars executed by Cavender Properties LLC, to CARNEGIE CAPITAL CORP. and recorded in the Office of the City Register of the City of New York, County of New York, in ~~Book~~ Doc. ID 2008.055923 of Mortgages, at page 816108 on 8/16/08 affecting premises:

9770 Madison Street, Crown Point, IN

PIN 33-23-0188-0008

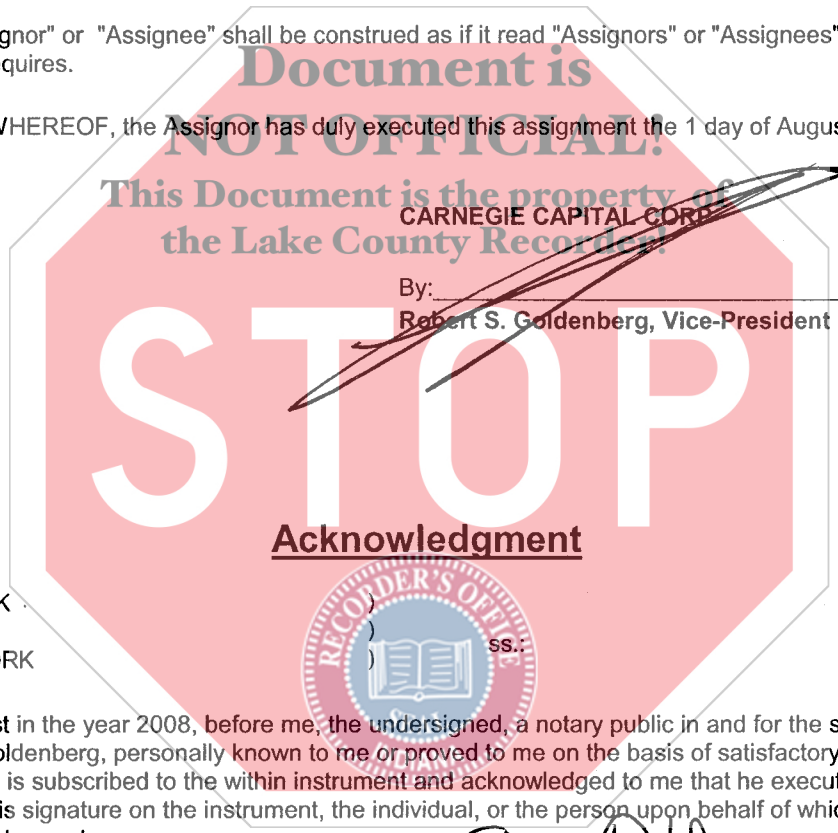
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TOGETHER with the bonds or notes or obligations described in said mortgages, and the monies due and to grow due thereon with the interest, TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

This assignment and endorsement of the indebtedness secured by said Mortgage and this Assignment of Mortgage is made for the express purpose of securing indebtedness of the Assignor to the Assignee pursuant to an Amended and Restated Credit and Security Agreement dated the November 29, 2006, by and between the Assignor, Assignee and the Lenders party thereto, and is subject to the terms and provisions of the Credit and Security Agreement, which Credit and Security Agreement is in the possession of Assignor and Assignee at the addresses set forth above. Upon payment and performance in full by Assignor of all obligations to Assignee hereunder of the Credit and Security Agreement or upon payment in full of all indebtedness secured by such Mortgage, the Assignee will execute and deliver to the Assignor a statutory form of Assignment of the Mortgage and related Mortgage Note.

The word "Assignor" or "Assignee" shall be construed as if it read "Assignors" or "Assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment the 1 day of August in the year 2008.



RECORDER'S OFFICE
LAKE COUNTY, INDIANA
2008 AUG 16 10 50 AM

17-
LP
4453

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 1 day of August in the year 2008, 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: [Signature]
Notary Public

ALAN HABERMAN
Notary Public, State of New York
No. 02HA6126908
Qualified in New York County
Commission Expires May 16, 2009

(4)

Assignment of Mortgage

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!
CARNEGIE CAPITAL CORP.

- TO -

WEBSTER BUSINESS CREDIT CORPORATION

STOP

The land affected by the within instrument lies in:



County
Lake

City
Crown Point

State
IN

Property Address
9770 Madison Street

Record and Return to:



Mr. Alan McKay
Webster Business Credit Corporation
360 Lexington Avenue, 5th Floor
New York, NY 10017

Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration


This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

Susan Horgan
Printed Name of Declarant