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This document was prepared by, and after recording should be returned to:

Martha R. Bickford Martell & Associates 1718 Connecticut Ave., NW Washington, DC 20009

62003 5899 cm

Creekside of Meadowbrook FHA Project No. 073-35578

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, CAPSTONE REALTY ADVISORS, LLC, an Ohio limited liability company, hereinafter referred to as the Assignor, having its office at 1422 Euclid Avenue, Suite 400, Cleveland, Ohio 44115, for value received, does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, hereinafter referred to as the Assignee, having his office at 451 Seventh Street, S. W., Washington, DC 20410, all its right, title and interest in and to that certain:

Mortgage Note and Mortgage dated August 18, 2003, executed by Creekside of Meadowbrook, LLC, an Indiana limited liability company, each being in the original principal sum of Six Million Two Hundred Thousand and 00/100 Dollars (\$6,200,000.00), which Mortgage Note was made payable to PFC Corporation, a Delaware corporation, and which Mortgage Note is secured by a Mortgage which was recorded on August 21, 2003, as Document No. 2003087732, in the Office of the Recorder of Lake County, Indiana, covering the property described in Exhibit "A" attached hereto and made a part hereof.

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TO HAVE AND TO HOLD THE SAME UNTO SAID SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OF WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT is without recourse or warranty, except that the Assignor hereby warrants that no act or omission of the Assignor has impaired the validity or priority of said Mortgage. The Assignor also warrants that said Mortgage is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such Mortgage regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such Mortgage (except such liens or other matters as have been approved by the Assignee hereunder). As of the execution of this Assignment, the sum of SIX MILLION FIFTY-ONE THOUSAND NINE HUNDRED TWENTY-NINE AND 31/100 DOLLARS (\$6,051,929.31), together with the interest accruing at the rate of 5.00% per annum, as provided in the said Note and Mortgage, is actually due and owing under said Note and Mortgage, and there are no offsets or counterclaims thereto, and the Assignor has a good right to assign the said Note and Mortgage.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this //t day of November, 2008.

NOT OF CAPSTONE REALTY ADVISORS, LLC

This Document is the property of the Lake County Recorder!

By: __ Ames Anastos

Assistant Vice President

[NO CORPORATE SEAL]

Signed and delivered in the presence of:

Name: Pula Stiles

Name Kelly Baker

STATE OF OHIO ss: COUNTY OF CUYAHOGA

On this the $\frac{1}{2}$ day of November, 2008, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared <u>James Anastos</u>, who acknowledged himself to be an Assistant Vice President of Capstone Realty Advisors, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for and in behalf of the company, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

VALERIE FAMBROUGH Notary Public, State of Crito t is the property of

Cuyahoga County ounty Recorder!
My Comm. Expires Feb. 18, 2013

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Martha R. Bickford

CREEKSIDE OF MEADOWBROOK, LLC, an Indiana limited liability company

LEGAL DESCRIPTION

Part of Phase 8, Meadowbrook, Phases 5, 6, and 8, in the Town of Lowell, as per plat thereof, recorded in Plat Book 86, page 98, in the Office of the Recorder of Lake County, Indiana, described as commencing at the Southeast corner of said Phase 8; thence North 00 degrees 19 minutes 37 seconds West along the East line of said Phase 8 a distance of 12.01 feet to the Point of Beginning; thence North 88 degrees 28 minutes 22 seconds West parallel to the South line of said Phase 8 a distance of 780.50 feet; thence North 01 degree 31 minutes 38 seconds East, 235.86 feet; thence South 88 degrees 28 degrees 22 minutes East 105.96 feet; thence North 01 degree 18 minutes 28 seconds West 116.00 feet to the South R/W of Meadowbrook Drive; thence along the South R/W line of Meadowbrook Drive the following six courses: thence along a curve to the right with a radius of 726.00 feet, for an arc distance of 96.02 feet and having a chord bearing and distance of South 77 degrees 11 minutes 31 seconds East, 95.96 feet; thence South 73 degrees 24 minutes 10 seconds East 50.00 feet; thence along a curve to the left with a radius of 260.40 feet, for an arc distance of 213.26 feet and having a chord bearing and distance of North 83 degrees 08 minutes 10 seconds East, 207.35 feet; thence along a curve to the right with a radius of 234.18 feet, for an arc distance of 169.48 feet and having a chord bearing and distance of North 80 degrees 24 minutes 23 seconds East, 165.81 feet; thence South 67 degrees 54 minutes 19 seconds East, 52.62 feet; thence along a curve to the left with a radius of 538.01 feet, for an arc distance of 107.67 feet, and having a chord bearing and distance of South 84 degrees 35 minutes 37 seconds East, 107.49 feet to the Northeast corner of said Phase 8; thence South 00 degrees 19 minutes 37 seconds East along the East line of Phase 8 and the West line of Nichols Street 356.70 feet to the Point of Beginning.

