

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 January 13, 2009 in the principal sum of \$18,450.00 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 Reel of Mortgages, at page on 1/30/09 affecting premises: Hammond Lake
* # 09-005308
6817 Alabama Avenue, Hammond, IN 45-07-09-257-004.000-023

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 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.

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment the 15 day of January in the year 2009.



CARNEGIE CAPITAL CORP.
By: Alan Haberman
Name: Alan Haberman, Vice-President

2009 020738

17-17

STATE OF INDIANA
FILED FOR R
2009 APR - 1 11 AM
MICHAEL A. [unclear]
RECORDER

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 15 day of January in the year 2009, before me, the undersigned, a notary public in and for the state, personally appeared Alan Haberman, 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: Charlene Crumpe
Notary Public
Charlene Crumpe
Notary Public, State of New York
No. 01CR6191536
My Commission Expires August 18, 2012

(L)

Assignment of Mortgage

CARNEGIE CAPITAL CORP.
- TO -
WEBSTER BUSINESS CREDIT CORPORATION

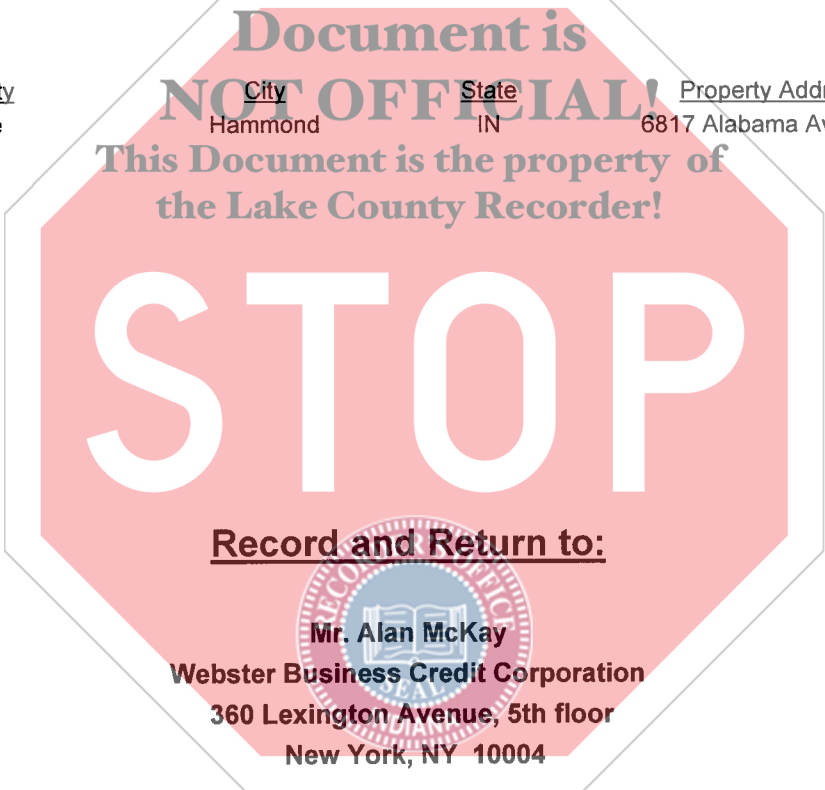
The land affected by the within instrument lies in:

County
Lake

City
Hammond

State
IN

Property Address
6817 Alabama Avenue



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...

Car1591

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


Printed Name of Declarant