

FILED FOR RECORD

2010 071693

2010 DEC -6 AM 10: 01

AFFIDAVIT OF SCRIVENER'S ERROR

1/20/05 312 CM

The undersigned, Donna LaMere, being duly sworn states as follows:

- 1. A certain COLLATERAL ASSIGNMENT OF MORTGAGE given by Donald J. Weiss to Peoples Bank SB effective April 16, 2010 was recorded April 21, 2010 as Document No. 2010 022917 in the Office of the Recorder of Lake County, Indiana a copy of which is attached hereto as Exhibit 1(the "Document").
2. The undersigned states that the legal description attached to the Document and marked "EXHIBIT "A" TO COLLATERAL ASSIGNMENT OF MORTGAGE" thereon was inadvertently transposed with the pages an Exhibit A from another document. "EXHIBIT "A" TO COLLATERAL ASSIGNMENT OF MORTGAGE" of the attached Document should be deleted in its entirety and replaced with Exhibit 2 attached hereto and should hereafter be incorporated into the Document as EXHIBIT "A" TO COLLATERAL ASSIGNMENT OF MORTGAGE thereto.

Further, the undersigned does hereby affirm and certify that the attached Documents is a true and exact copy of the original COLLATERAL ASSIGNMENT OF MORTGAGE.

Dated this 1st day of December, 2010.

Handwritten signature of Donna LaMere over a horizontal line, with the name 'Donna LaMere' printed below it.

STATE OF INDIANA)

) SS:

ACKNOWLEDGMENT

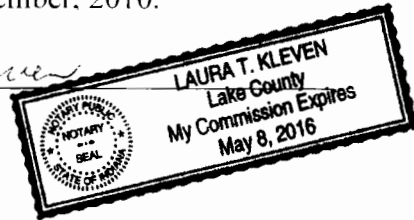
CHICAGO TITLE INSURANCE COMPANY

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna LaMere, who acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1st day of December, 2010.

Notary Signature [Handwritten Signature]
Printed:
Resident of Lake County, Indiana.
My commission expires:



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

This instrument was prepared by: Donna LaMere, Attorney at Law #03089-64

Handwritten notes and initials in the bottom right corner, including '2200', 'CT', and '(r)'.

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2010 022917

LAKE COUNTY
PUBLIC RECORDS
2010 APR 21 AM 9:32

MERRILLVILLE, IN
46404

COLLATERAL ASSIGNMENT OF MORTGAGE

(Creekside of Meadowbrook West, LLC
Mortgage recorded October 18, 2006
as Document No 2006091047)

620065312cm

This Collateral Assignment of Mortgage ("Assignment") is given by Donald J. Weiss ("Assignor") as security for the performance of obligations to Peoples Bank SB ("Assignee") contained in that certain Business Loan Agreement effective April 16, 2010, between the Assignor and Assignee.

KNOW ALL MEN BY THESE PRESENTS:

THAT DONALD J. WEISS, with his office at 9101 Taft St., Merrillville, IN 46410, for value received does by these presents grant, bargain, sell, assign, transfer and set over unto PEOPLES BANK SB, 9204 Columbia Avenue, Munster, Indiana 46321, its successors and assigns, all right, title and interest in and to that certain:

Mortgage dated as of October 18, 2006, executed by Creekside of Meadowbrook West, LLC, an Indiana limited liability company, to secure a Mortgage Note of the same date in the original principal amount of Eleven Million Six Hundred Sixty Nine Thousand Four Hundred and no/100 Dollars (\$11,669,400.00), which Mortgage Note was made payable to Prudential Huntoon Paige Associates, Ltd., a Delaware corporation. Said Mortgage was recorded on October 18, 2006, as Document No. 2006091047, in the Office of the Recorder of Lake County, Indiana. Said Mortgage was assigned by Prudential Huntoon Paige Associates, Ltd., to the Secretary of Housing and Urban Development of Washington D.C., his successors and assigns by Assignment of Mortgage dated May 12, 2009 and recorded July 6, 2009 as Document No. 2009-045097, in the office of the Recorder of Lake County, Indiana. Said Mortgage was assigned by the Secretary of Housing and Urban Development, Washington, D.C., to Donald J. Weiss by assignment dated April 15, 2010 and recorded April 21, 2010, as Document No. 2010 022917. Said Mortgage covers the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

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cf

EXHIBIT 1

CHIGAGO TITLE INSURANCE COMPANY

TO HAVE AND TO HOLD the same unto the said PEOPLELS BANK SB, ITS SUCCESSORS AND ASSIGNS.

For so long as no Event of Default has occurred under the Business Loan Agreement, Assignee shall permit Assignor to enjoy all rights and remedies afforded to the Assignor under the Mortgage.

The undersigned hereby warrants that no act or omission of the undersigned has impaired the validity or priority of said Mortgage. The undersigned 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). The undersigned also warrants that, as of the execution of this assignment, the sum of Eleven Million Five Hundred Eighty Three Thousand One Hundred Seventy Seven and 04/100 Dollars (\$11,583,177.04), together with interest accruing at the rate of 5.65% per annum, as provided in the said Mortgage Note and Mortgage, is actually due and owing under said Mortgage Note and Mortgage and that there are no offsets or counterclaims thereto, and that the undersigned has a good right to assign the said Mortgage Note and Mortgage.

Upon performance of all of the Assignor's obligations under the Business Loan Agreement, the Assignee shall reassign the Mortgage to Assignor by the execution of documents acceptable to Assignee and Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment this 19 day of April, 2010.



Donald J. Weiss

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for the above County and State, personally appeared Donald J. Weiss and acknowledged the execution of the foregoing Collateral Assignment of Mortgage this 19 day of April, 2010.

WITNESS my hand and Notarial seal this 19 day of April, 2010.

Daniel J. Duncan
Notary Public
A resident of Lake County, Indiana
Daniel J. Duncan
Printed Name of Notary Public

My Commission Expires:
8-7-2014

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

Lewis C. Laderer, Jr.

This instrument was prepared by:
Lewis C. Laderer, Jr.
Laderer & Fischer, P.C.
112 West Jefferson Blvd., Suite 310
South Bend, Indiana 46601



**EXHIBIT "A" TO
COLLATERAL ASSIGNMENT OF MORTGAGE
(Description of Real Estate)**

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: 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.

**EXHIBIT "A" TO
COLLATERAL ASSIGNMENT OF MORTGAGE
(Description of Real Estate)**

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, more particularly described as follows: 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; thence North 88 degrees 28 minutes 22 seconds West, parallel to the South line of said Phase 8, a distance of 780.50 feet to the Point of Beginning; thence continuing North 88 degrees 28 minutes 22 seconds West, a distance of 504.30 feet; thence North 00 degrees 18 minutes 28 seconds West, a distance of 435.33 feet; thence North 89 degrees 41 minutes 32 seconds East, a distance of 315.10 feet to a point on the South right of way line of Meadowbrook Drive (60 feet wide); thence along said South right of way line the following three courses; Southeasterly along a curve concave to the Northeast, having a radius of 254.43 feet an arc distance of 217.19 feet (the chord of which bears South 64 degrees 01 minutes 11 seconds East, a chord distance of 210.65 feet) to a point of tangent; thence South 88 degrees 28 minutes 22 seconds East, a distance of 19.13 feet to a point of curve; thence Easterly along a curve concave to the South, having a radius of 726.00 feet an arc distance of 94.93 feet (the chord of which bears South 84 degrees 43 minutes 37 seconds East, a chord distance of 94.86 feet); thence South 00 degrees 18 minutes 28 seconds East, a distance of 116.00 feet; thence North 88 degrees 28 minutes 22 seconds West, a distance of 105.96 feet; thence South 01 degrees 31 minutes 38 seconds West, a distance of 235.86 feet to the point of beginning, all in the Town of Lowell, Lake County, Indiana.

EXHIBIT 2