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RECORDING REQUESTED BY  
WHEN RECORDED RETURN TO:

And Prepared By:  
RTD 231, LLC / Tracy Thong  
11620 Wilshire Blvd., Suite 500  
Los Angeles, California 90025

2011 041628

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 AUG -3 AM 9:06

MICHELLE R. FAJMAN  
RECORDER

Attn: Loan Servicing

Return to:  
Rae Bodonyi  
Lender Recording Services  
33700 Lear Industrial Pkwy  
Avon, Ohio 44011  
440-716-1820

**COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS**

URS # 160403 (RTD)

THIS COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made and is effective as of March 1, 2011, by REAL ESTATE MORTGAGE INVESTMENT COMPANY, a Nevada corporation ("Assignor"), in favor of RTD 231, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Pursuant to that certain Amended and Restated Term Loan Agreement of even date herewith ("Loan Agreement"), by and between Assignor, as borrower, on the one hand, and Assignee, as lender, on the other hand, Assignee made a loan to Assignor in the principal amount of \$2,250,000.00 (as more particularly described in the Loan Agreement, the "Loan"), which Loan is evidenced by that certain Amended and Restated Secured Promissory Note of even date herewith, made by Assignor, as obligor, to Assignee, as obligee, in the stated principal amount of \$2,250,000.00 (the "Note"). Initially capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. This Agreement, the Loan Agreement, the Note, and any other documents evidencing or securing the Loan or executed in connection therewith, and any modifications, renewals and extensions thereof, are referred to herein collectively as the "Loan Documents" and the indebtedness evidenced by the Note and the other Loan Documents being hereinafter referred to as the "Indebtedness."

B. Assignor is the holder of the lender's right, title and interest in and to that certain conventional, residential, first lien mortgage (or deed of trust, as the case may be) loan more particularly described on Exhibit A attached hereto and incorporated herein ("Mortgage Loan") encumbering the real property ("Property") more particularly described on Exhibit B attached hereto and incorporated herein.

C. Pursuant to the terms of the Loan Agreement, Assignor has agreed to grant to Assignee a collateral security interest in the Mortgage Loan and all other instruments, documents, agreements, schedules and certificates required by the terms of or delivered in connection with the Mortgage Loan at any time (collectively, as amended, renewed, extended or restated from time to time, the "Mortgage Loan Documents") as additional security for the Loan..

AMOUNT \$ 23<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 161941, 162348  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM ✓ E  
CLERK Rm

D. Assignor desires that Assignee make the Loan and is willing to execute this Assignment in order to induce Assignee to make the Loan.

NOW THEREFORE, in order to induce Assignee to make the Loan, and in consideration of the matters described in the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee, as collateral security for the Indebtedness, all of Assignor's right, title and interest, powers, privileges and other benefits under the Mortgage Loan described on Exhibit A attached hereto and incorporated herein and any and all modifications thereto or substitutions therefor (collectively, the "**Assigned Agreements**").

2. The execution and delivery of this Assignment shall not subject Assignee to, or transfer or pass to Assignee, or in any way affect or modify, the liability of Assignor under any or all of the Assigned Agreements, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all of the obligations of Assignor to each and every other party under each and every one of the Assigned Agreements shall be and remain enforceable by such other party, its successors and assigns, only against Assignor or persons other than Assignee and its respective successors and assigns, and that Assignee has not assumed any of the obligations or duties of Assignor under or with respect to the Assigned Agreements.

3. Assignor represents and warrants that none of the Assigned Agreements have been previously mortgaged, pledged, hypothecated or assigned, by operation of law or otherwise, whether absolutely, conditionally, collaterally or otherwise.

4. Assignor shall comply with all obligations of Assignor under the Assigned Agreements. Except as hereinafter provided, Assignor shall take all action which might reasonably be required to keep the Assigned Agreements in full force and effect and to keep them from expiring (except pursuant to the terms thereof) or being cancelled, rescinded or terminated, and Assignor shall not, without Assignee's prior written consent, allow any modification of any of the Assigned Agreements or release any other party from any obligation under the Assigned Agreements or terminate or agree to terminate any of the Assigned Agreements.

5. Assignor hereby constitutes Assignee as Assignor's true and lawful attorney-in-fact, irrevocably, with full power (in the name of Assignor, or otherwise), to: ask, require, demand, sue for, collect, receive, compound and give acquittance for each and every payment due or to become due, under or arising out of any of the Assigned Agreements to which Assignor is or may become entitled; enforce compliance by any other party with any term or provision of any of the Assigned Agreements and perform and discharge the obligations or any obligation of Assignor under any of the Assigned Agreements; endorse each and every check or other instrument or order in connection therewith; make any payments required to be made under any of the Assigned Agreements, on behalf of or for the account of Assignor; and file any claim or claims, take any action or actions or institute, appear in and defend any proceedings which

Assignee may deem to be necessary or advisable in connection with the Assigned Agreements. In exercising any such powers, Assignee may pay necessary or advisable costs and expenses (including reasonable attorneys' fees), and Assignor shall reimburse Assignee, upon demand, for such costs and expenses.

6. Assignee agrees that, upon the full discharge and satisfaction of the Indebtedness, it shall release and terminate this Assignment and all rights herein assigned to Assignee, and Assignee shall release and convey all estate, right, title and interest of Assignee in and to each and every one of the Assigned Agreements to Assignor.

7. Assignor will, from time to time, do and perform any other act or acts, will execute, acknowledge, deliver and file, register, record and deposit (and will refile, reregister, rerecord and redeposit whenever required) any and all further instruments required by law or reasonably requested by Assignee in order to confirm, or further assure, the interests of Assignee hereunder, and will take such actions and execute such instruments and documents as Assignee may reasonably request to facilitate Assignee's exercise of Assignor's rights, obligations and duties under the Assigned Agreements.

8. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the state where the Property is located.

9. Assignor shall keep Assignee reasonably informed as to the status of the Assigned Agreements and the compliance by the parties thereto with their respective obligations thereunder. Assignor shall give Assignee copies of any notices or communications to or from any other party to any of the Assigned Agreements claiming any default, breach or violation by any party thereto.

10. By its acceptance of this Assignment, Assignee hereby agrees with Assignor, that, so long as an Event of Default or Default (as defined in the Loan Agreement) has not occurred, Assignee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred to Assignee pursuant to this Assignment, and Assignor may exercise or enforce, or seek to exercise or enforce, such rights, powers, privileges, authorizations or benefits.

11. Any notice, report, demand, request or other instrument or communication authorized or required under this Assignment to be given to Assignor or Assignee shall be deemed given, if given in accordance with the terms of the Loan Agreement.

12. Assignor shall indemnify and hold Assignee harmless from and against any and all claims, demands, liabilities, losses, lawsuits, judgments and expenses (including, without limitation, attorneys' fees) to which Assignee may become exposed, or which Assignee may incur, in exercising any of its rights under this Assignment or due to the execution of this Assignment, excepting claims relating to Assignee's gross negligence or willful misconduct.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

Real Estate Mortgage Investment Company,  
a Nevada corporation

By: \_\_\_\_\_  
Ryan Phillips, President

State of California, County of Orange

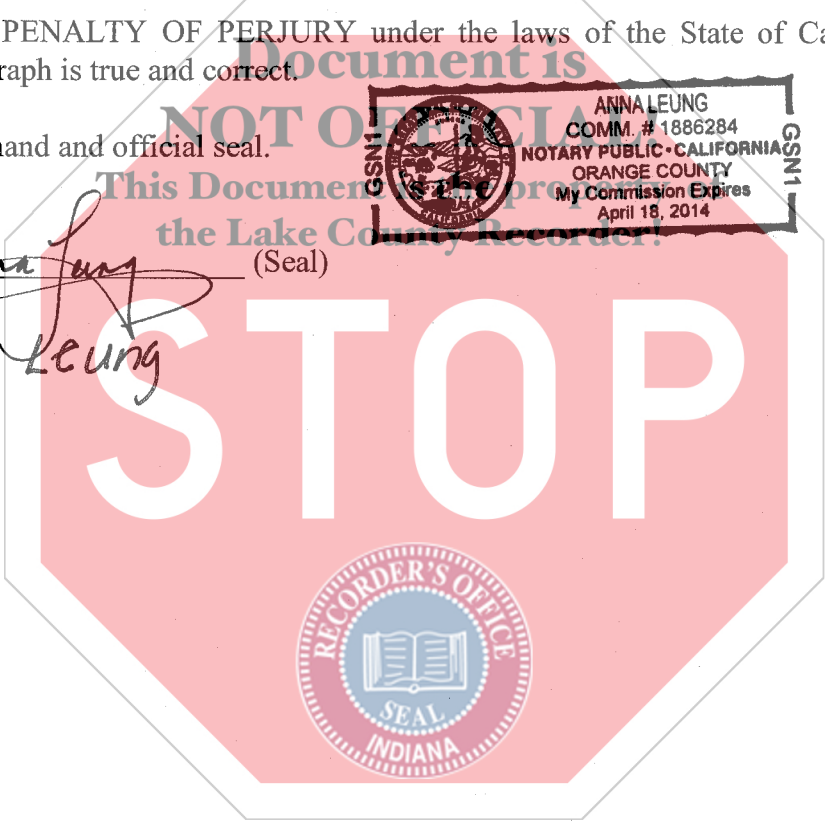
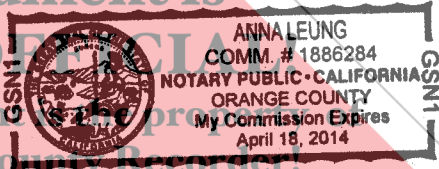
On May 5, 2011 before me, Anna Leung personally appeared Ryan Phillips, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Anna Leung  
Anna Leung



## Exhibit A

### Description of Mortgage Loan Documents

1. Adjustable Rate Note dated November 11, 2004 in the amount of \$84,000.00 executed by Henry Allen Gray and Tricia L. Gray.
2. Mortgage dated November 11, 2004 and recorded on November 30, 2004 as Instrument No. 2004100447 in the Official Records of Lake County, State of Indiana.





Exhibit B

**Description of Real Property**

Deed #1 Notes For: 20-02105447

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA,  
TO-WIT:

THE SOUTH 50 FEET OF LOT 17, BLOCK 1, HARTMAN'S GARDENS ADDITION TO HESSVILLE. IN THE  
CITY OF HAMMOND, AS SHOWN IN PLAT BOOK NO. 14, PAGE 22, IN LAKE COUNTY, INDIANA.

TAX ID# 26-34-0042-0018

RE: HENRY ALLEN GRAY AND TRICIA L. GRAY

Address: 6818 Alabama Avenue, Hammond, Indiana 46323

