

PREPARED BY, AND  
WHEN RECORDED RETURN TO 2011 052263

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STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
FILED FOR RECORD

2011 SEP 22 AM 11:28

MICHAEL J. ...  
C&I  
CTIC# 442041 AJ

ASSIGNMENT OF ASSIGNMENTS OF LEASES AND RENTS

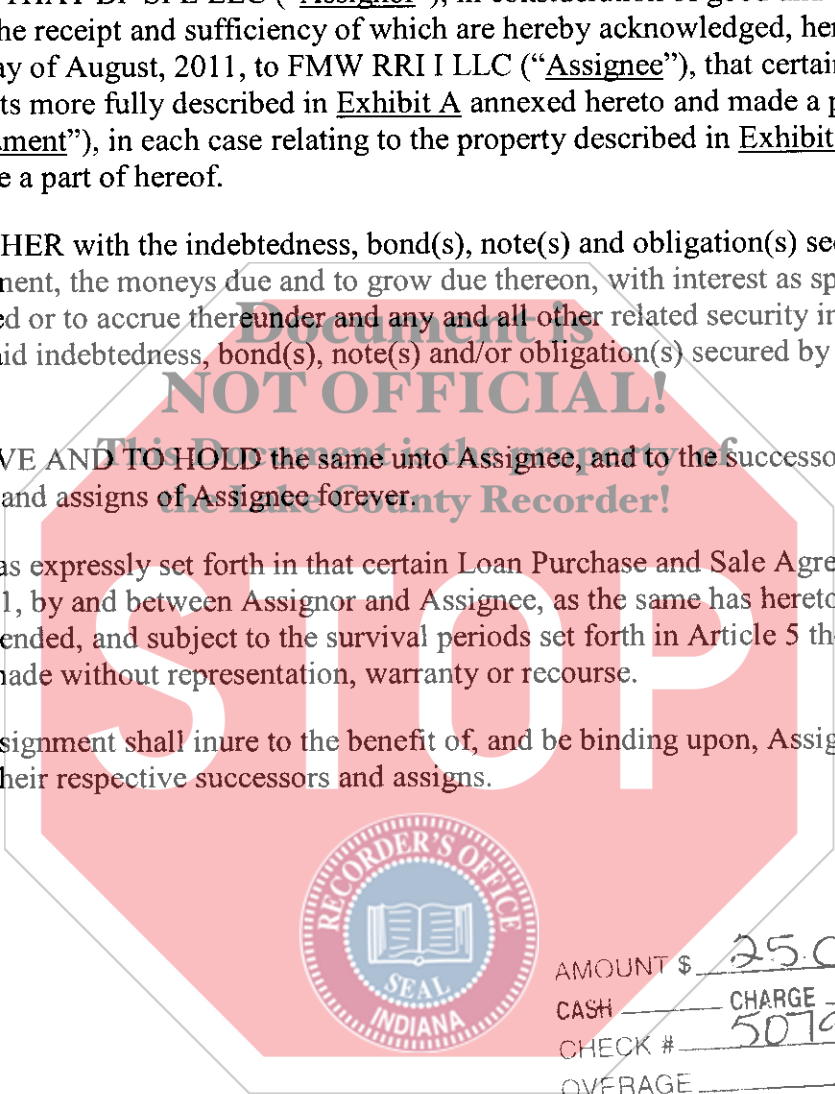
KNOW THAT BP SPE LLC ("Assignor"), in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, as of this 15<sup>th</sup> day of August, 2011, to FMW RRI I LLC ("Assignee"), that certain Assignment of Leases and Rents more fully described in Exhibit A annexed hereto and made a part hereof (the "Security Instrument"), in each case relating to the property described in Exhibit B annexed hereto and made a part of hereof.

TOGETHER with the indebtedness, bond(s), note(s) and obligation(s) secured by the Security Instrument, the moneys due and to grow due thereon, with interest as specified therein, all rights accrued or to accrue thereunder and any and all other related security instruments which secure said indebtedness, bond(s), note(s) and/or obligation(s) secured by the Security Instrument.

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of Assignee forever.

Except as expressly set forth in that certain Loan Purchase and Sale Agreement dated as of May 31, 2011, by and between Assignor and Assignee, as the same has heretofore been modified or amended, and subject to the survival periods set forth in Article 5 thereof, this assignment is made without representation, warranty or recourse.

This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns.



AMOUNT \$ 25.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 5079  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK UR

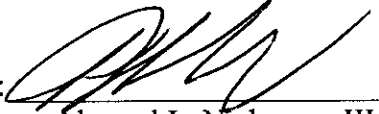
EXECUTED as of the date first above written.

**ASSIGNOR:**

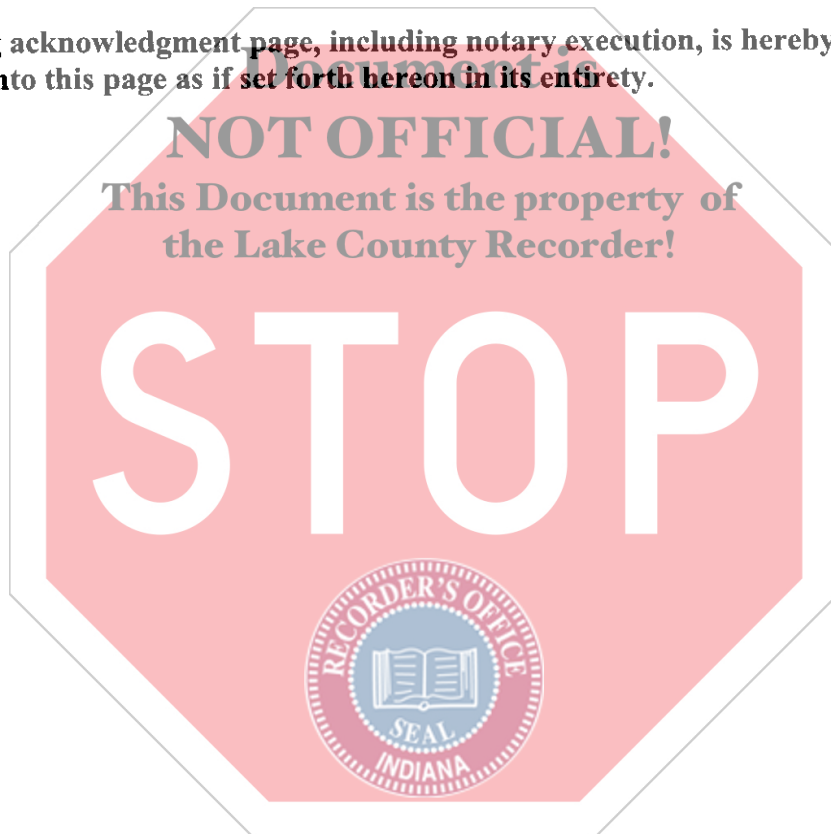
BP SPE LLC, a Delaware limited liability company

By: Five Mile Capital II Pooling Domestic LLC,  
a Delaware limited liability company

By: Five Mile Capital Partners LLC, a  
Delaware limited liability company,  
its Manager

By:   
Name: Almond L. Nickerson III  
Title: Managing Director

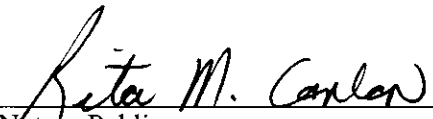
**The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.**



County of New York, State of New York:

**Uniform Acknowledgment which is supplemental to the foregoing acknowledgment:**

On 8 / 19 /11, before me, the undersigned, a Notary Public in and for said State, personally appeared Almond L. Nickerson III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. \*\*\* Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**RITA M. CONLON**  
Notary Public, State of New York  
No. 01CO4868697  
Qualified in Richmond County  
Commission Expires April 06, 2015



EXHIBIT A

Security Instrument Description

That certain Assignment of Leases and Rents, dated as of August 30, 2007 but effective as of September 6, 2007, made by R-Roof VI, LLC as assignor, for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Bear Stearns Commercial Mortgage, Inc. and recorded on the 11<sup>th</sup> day of October 2007 as Document Number 2007 081240 in the Office of the Recorder of Lake County, State of Indiana, as assigned to U.S. Bank National Association, not individually but solely as trustee for the Maiden Lane Commercial Mortgage-Backed Securities Trust 2008-1, by agreement dated \_\_\_\_\_, and recorded on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011 in the Office of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ in Book \_\_\_\_\_ at Pages \_\_\_\_\_, and as assigned to BP SPE LLC, by agreement dated \_\_\_\_\_, and recorded on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011 in the Office of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ in Book \_\_\_\_\_ at Pages \_\_\_\_\_.



EXHIBIT B

Legal Description



Assignment of ALR (BP SPE LLC to FMW RRI I LLC) Pool 3, Property #5, Merrillville, IN

Pool 3, Property #5  
Merrillville, Indiana  
Site #7015

EXHIBIT A

Red Roof Inn – Merrillville, IN 620066716

Parcel 1: Part of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 22, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the East Half of the Southwest Quarter of said Section 22; thence North 00 degrees 13 minutes 12 seconds West, along the West line of the East Half of the Southwest Quarter of said Section 22, a distance of 1336.46 feet; thence North 89 degrees 46 minutes 48 seconds East, 1365.16 feet to the point of beginning of this described parcel; thence continuing North 89 degrees 46 minutes 48 seconds East, 506.92 feet to the Westerly line of Interstate Highway 65; thence North 12 degrees 38 minutes West, 161.96 feet to a point of curve; thence Northwesterly along a curve to the left with a radius of 622.7 feet, a distance of 17.08 feet; thence South 89 degrees 46 minutes 48 seconds West, 499.45 feet to a point on a curve; thence Southeasterly along a curve to the left with a radius of 552.08 feet, a distance of 178.31 feet to the point of beginning, being a part of Lot "D", Lincoln Square, in the Town of Merrillville, as shown in Plat Book 43, page 137, in Lake County, Indiana.

Being more particularly described as follows:

Part of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 22, Township 35 North, Range 8 West, and being a part of Lot D, Lincoln Square in the Town of Merrillville as shown in Plat Book 43, page 137, in the Office of the Recorder, Lake County, Indiana, and described as follows:

Beginning at the Southwest corner of said Block "D"; thence North 89 degrees 30 minutes 09 seconds East, 502.44 feet to a 1 inch iron pipe at the Southeast corner of Block D and the West right-of-way of Interstate 65; thence along said right-of-way North 12 degrees 22 minutes 17 seconds West, 161.47 feet to a point on a tangent curve concave to the Southwest having a radius of 622.70 feet; thence along said right-of-way Northwesterly 17.03 feet to a 1 inch iron pipe; thence South 89 degrees 30 minutes 09 seconds West, 496.29 feet to a 5/8 inch rebar and to a point on a curve, the radius of which bears 552.08 feet; thence Southerly through a central angle of 18 degrees 29 minutes 01 second along said curve 178.10 feet to the point of beginning.



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.

*Lauranne Mathews*

