

9
626682 '14

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 002281

2014 JAN 15 PM 1:37

MICHAEL L. BROWN
RECORDER

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC, as Assignor

to

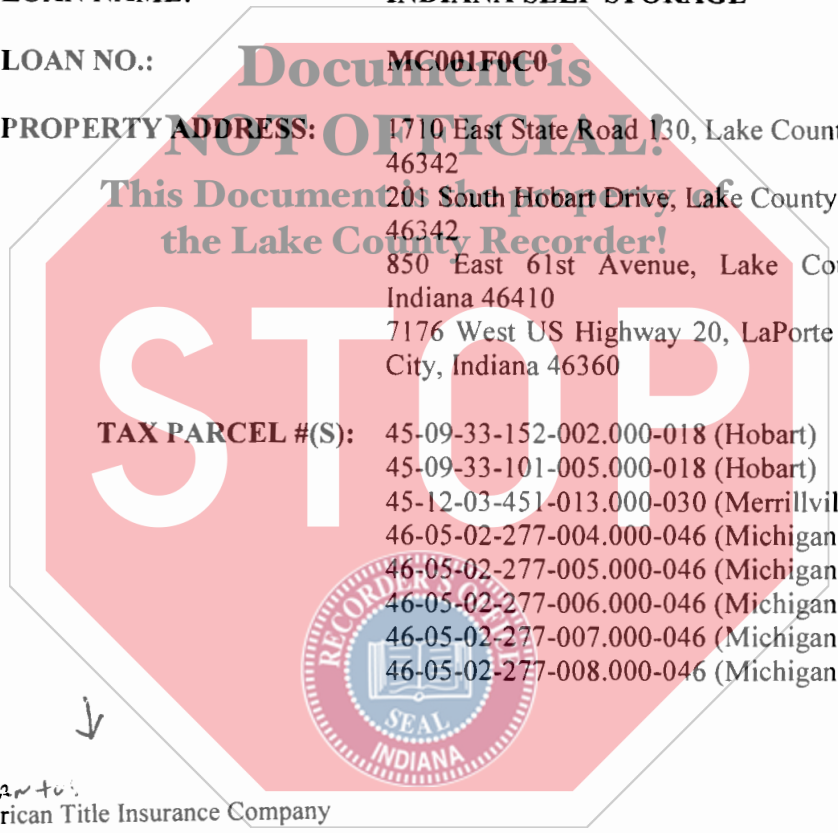
MC-FIVE MILE SPE A LLC, as Assignee

LOAN NAME: INDIANA SELF STORAGE

LOAN NO.: MC001F0C0

PROPERTY ADDRESS: 1710 East State Road 130, Lake County, Hobart, Indiana 46342
201 South Hobart Drive, Lake County, Hobart, Indiana 46342
850 East 61st Avenue, Lake County, Merrillville, Indiana 46410
7176 West US Highway 20, LaPorte County, Michigan City, Indiana 46360

TAX PARCEL #(S): 45-09-33-152-002.000-018 (Hobart)
45-09-33-101-005.000-018 (Hobart)
45-12-03-451-013.000-030 (Merrillville)
46-05-02-277-004.000-046 (Michigan City)
46-05-02-277-005.000-046 (Michigan City)
46-05-02-277-006.000-046 (Michigan City)
46-05-02-277-007.000-046 (Michigan City)
46-05-02-277-008.000-046 (Michigan City)



Return to:
First American Title Insurance Company
Attn: Deborah Cross
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

AMOUNT \$ 28-
CASH _____ CHARGE _____
CHECK # 028857
OVERAGE _____
COPY ULL 26-
NON-COM _____
CLERK AM

E

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

KNOW THAT **MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC**, a Delaware limited liability company, having an address at 1330 Avenue of the Americas, 6th Floor, New York, New York 10019 (together with its successors and assigns, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to **MC-FIVE MILE SPE A LLC**, a Delaware limited liability company, together with its successors and assigns, having an address at c/o MC Five Mile, 1330 Avenue of the Americas, 6th Floor, New York, New York 10019 (together with its successors and assigns, "Assignee"), all right, title and interest of Assignor in, to and under or arising out of those documents described (including the applicable recording information, if available) in Exhibit A attached hereto and made a part hereof (collectively, as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Recorded Loan Documents"), encumbering the real property situated in Lake County, Indiana, and LaPorte County, Indiana as more particularly described on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that this Assignment of Mortgage and Security Agreement (as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, this "Assignment") is made by Assignor and assumed without any recourse, representation or warranty of any kind, express or implied, except to the extent provided in the "Transaction Documents" as defined in the Master Repurchase Agreement, dated as of December 21, 2012, by and among MC-FIVE MILE SPE A LLC, as seller, and GOLDMAN SACHS BANK USA, as buyer.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA.

Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

This Assignment may be executed in one or more counterparts (and by different parties in separate counterparts), each of which shall be an original but all of which together shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Assignor hereby agrees to execute and deliver such other assignments, instruments, agreements or other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 27 day of Dec. 2013.

**MC-FIVE MILE COMMERCIAL MORTGAGE
FINANCE LLC**, a Delaware limited liability company

By: **MC-FMC COMMERCIAL REAL ESTATE
FINANCE MANAGEMENT LLC**, a Delaware
limited liability company, its sole member and
manager

By: _____

Name:

Title:

**Scott Leitman
Managing Director**

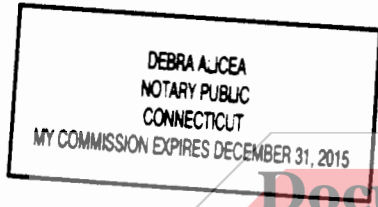


ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 26 day of November, 2013, before me, Debra Alicia a Notary Public in and for said state, personally appeared Scott Leitman, who being by me duly sworn did say that he/she is the Managing Director of **MC-FMC COMMERCIAL REAL ESTATE FINANCE MANAGEMENT LLC**, a Delaware limited liability company, which is the sole member and manager of **MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC**, a Delaware limited liability company, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Debra Alicia
Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:

My County of Residence:

Fairfield
This Document is the property of the Lake County Recorder!

DOCUMENT PREPARED BY
AND WHEN RECORDED, RETURN TO:

Marla Bell, Esq.
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone Number: (816) 753-1000

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.

Marla Bell, Esq.

Address of Mortgagee:
1330 Avenue of the Americas, 6th Floor
New York, NY 10019



EXHIBIT A

RECORDED LOAN DOCUMENTS

Mortgage and Security Agreement, dated as of December 16, 2013, by INDIANA STORAGE MICHIGAN CITY, LLC, a Delaware limited liability company, INDIANA STORAGE HOBART, LLC, a Delaware limited liability company, and INDIANA STORAGE MERRILLVILLE, LLC, a Delaware limited liability company, collectively as mortgagor, to MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC, a Delaware limited liability company, as mortgagee, recorded at 2013 094616 on 12/30, 2013, in the real property records of Lake County, Indiana, and also recorded at 2013R-17898 on 12/26, 2013, in the real property records of LaPorte County, Indiana.



EXHIBIT A

EXHIBIT B
LEGAL DESCRIPTION

PARCEL 1: MICHIGAN CITY

TRACT 1:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 4 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAPORTE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE EAST ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2; A DISTANCE OF 290.1 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING EAST ON THE LAST ABOVE DESCRIBED LINE PROLONGED A DISTANCE OF 94.7 FEET; THENCE NORTH ON A LINE THAT LIES AT AN ANGLE OF 89 DEGREES 55 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 244.9 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ON A LINE THAT LIES AT AN ANGLE OF 71 DEGREES 22 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE; A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE THAT LIES AT AN ANGLE OF 108 DEGREES 38 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 212.8 FEET TO THE PLACE OF BEGINNING, BEING ALSO KNOWN AS LOT 4 IN ARTHUR R. MENKE UNRECORDED SUBDIVISION.

TRACT 2:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 4 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAPORTE COUNTY, INDIANA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE EAST ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 384.8 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING EAST ON THE LAST ABOVE DESCRIBED LINE PROLONGED, A DISTANCE OF 93.6 FEET; THENCE NORTH ON A LINE THAT LIES AT AN ANGLE OF 89 DEGREES 55 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 279.4 FEET; THENCE IN SOUTHWESTERLY DIRECTION ON A LINE THAT LIES AT AN ANGLE OF 69 DEGREES 21 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE THAT LIES AT AN ANGLE OF 110 DEGREES 39 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 244.9 FEET TO THE PLACE OF BEGINNING, BEING ALSO KNOWN AS LOT 5 IN ARTHUR R. MENKE UNRECORDED SUBDIVISION.

TRACT 3:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 4 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAPORTE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE EAST ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 478.4 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING EAST ON THE LAST ABOVE DESCRIBED LINE PROLONGED A DISTANCE OF 92.5 FEET; THENCE NORTH ON A LINE THAT LIES AT AN ANGLE OF 89 DEGREES 55 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 317.3 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ON A LINE THAT LIES AT AN ANGLE OF 67 DEGREES 35 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE THAT LIES AT AN ANGLE OF 112 DEGREES 25 MINUTES AND TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 279.4 FEET TO THE PLACE OF BEGINNING, BEING ALSO KNOWN AS LOT 6 IN ARTHUR R. MENKE UNRECORDED SUBDIVISION.

TRACT 4:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 4 WEST, OF THE 2ND PRINCIPAL MERIDIAN, LAPORTE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE EAST ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2; A DISTANCE OF 570.9 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING EAST ON THE LAST ABOVE DESCRIBED LINE PROLONGED A DISTANCE OF 86.55 FEET; THENCE NORTH ON A LINE THAT LIES AT AN ANGLE OF 89 DEGREES 55 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 356.5 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ON A LINE THAT LIES AT AN ANGLE OF 65 DEGREES 34 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 95 FEET; THENCE SOUTH ON A LINE THAT LIES AT AN ANGLE OF 114 DEGREES 26 MINUTES TO THE RIGHT OF THE LAST ABOVE DESCRIBED LINE, A DISTANCE OF 317.3 FEET TO THE PLACE OF BEGINNING, BEING ALSO KNOWN AS LOT 7 IN ARTHUR R. MENKE UNRECORDED SUBDIVISION.

TRACT 5:

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH RANGE 4 WEST, LAPORTE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST

CORNER OF THE SAID EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2; RUNNING THENCE EAST ON THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 60 FEET; THENCE AT RIGHT ANGLES NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF THE PUBLIC HIGHWAY KNOWN AND DESIGNATED AS THE DUNES RELIEF ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ROAD TO THE WEST LINE OF THE SAID EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER; THENCE SOUTH ON SAID WEST LINE A DISTANCE 410 FEET TO THE PLACE OF BEGINNING: SAID TRACT BEING IN THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 4 WEST, ALL IN LAPORTE COUNTY, INDIANA.

PARCEL 2: HOBART

TRACT 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 1155 FEET SOUTH AND 164.97 FEET EAST OF THE NORTHWEST CORNER OF THE SAID SECTION 33, THE SAID POINT OF COMMENCEMENT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD #130; THENCE EAST 235 FEET TO THE PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 338 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SAID STATE ROAD #130; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF SAID STATE ROAD #130 A DISTANCE OF 164.9 FEET MORE OR LESS TO A POINT ON A LINE WHICH IS 120 FEET EAST OF THE FIRST DESCRIBED LINE; THENCE NORTH AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 451.0 FEET MORE OR LESS TO A POINT WHICH IS 120 FEET EAST OF THE PLACE OF BEGINNING; THENCE WEST 120 FEET TO THE PLACE OF BEGINNING IN THE CITY OF HOBART, LAKE COUNTY, INDIANA.

TRACT 2:

LOT 1 IN RICHARDS ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 78 PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO DESCRIBED AS SURVEYOR'S LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 1155.00 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°58'27" EAST

399.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89°58'27" EAST 120.00 FEET; THENCE SOUTH 00°06'06" EAST 450.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF E. STATE ROAD 130; THENCE NORTH 46°50'26" WEST 164.86 FEET; THENCE NORTH 00°05'29" WEST 337.80 FEET TO THE POINT OF BEGINNING.

PARCEL 3: MERRILLVILLE

TRACT 1:
INTENTIONALLY DELETED

TRACT 2:
LOT 1 IN VODE STORAGE, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 79 A RESUBDIVISION OF LOT 2 IN VODE SUBDIVISION, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 96 PAGE 99, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TRACT 3:
45' WIDE ACCESS, UTILITY AND DRAINAGE EASEMENT PER PLAT RECORDED MARCH 21, 2005 IN PLAT BOOK 96, PAGE 99.

