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RECORD AND RETURN TO:

Corporation Service Company
P.O. Box 2969
Springfield, IL 62708
423324-1 J Dxe

2014 080674

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 19 AM 9:13

MICHAEL B. BROWN
RECORDER

ASSIGNMENT AND ASSUMPTION OF INTEREST
UNDER MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND
RENTS

FOR VALUE RECEIVED, STARWOOD PROPERTY MORTGAGE, L.L.C., a Delaware limited liability company ("**Assignor**"), assigns, conveys, grants, sets over and transfers to STARWOOD PROPERTY MORTGAGE SUB-2, L.L.C., a Delaware limited liability company ("**Assignee**"), all of Assignor's right, title and interest, if any, in and to: (1) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by CP Maple Leaf LLC, a Delaware limited liability company ("**Borrower**"), for the benefit of Assignor dated as of September 9, 2014 and recorded on September 16, 2014 as Document No. 2014 055734, in the Real Estate Records of Lake County, Indiana (the "**Security Instrument**"), such Security Instrument encumbering premises described therein located in the County of Lake, State of Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (as and to the extent provided in the Security Instrument) and (2) that certain Assignment of Leases and Rents by Borrower in favor of Assignor, dated as of September 9, 2014 and recorded on September 16, 2014 in the Real Estate Records of Lake County, Indiana as Document No. 2014 055735 (the "**Assignment of Leases**").

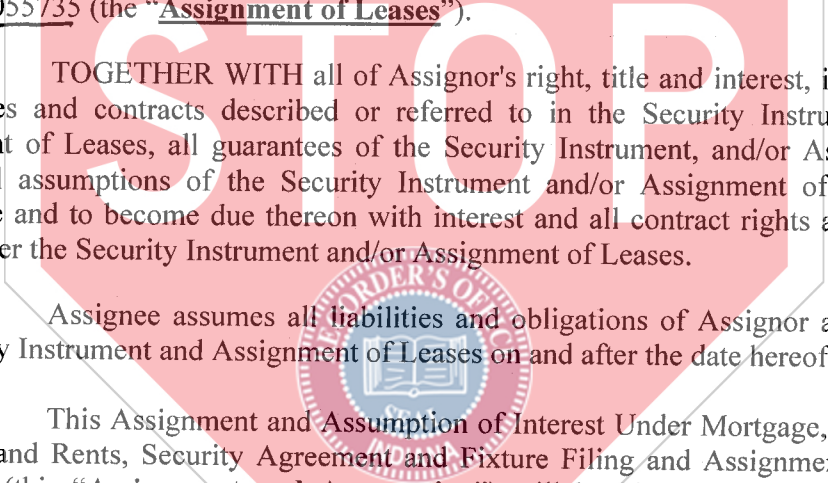
TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all notes and contracts described or referred to in the Security Instrument and/or Assignment of Leases, all guarantees of the Security Instrument, and/or Assignment of Leases, all assumptions of the Security Instrument and/or Assignment of Leases, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Security Instrument and/or Assignment of Leases.

Assignee assumes all liabilities and obligations of Assignor arising under the Security Instrument and Assignment of Leases on and after the date hereof.

This Assignment and Assumption of Interest Under Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents (this "**Assignment and Assumption**") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment and Assumption is made without recourse to or any representation or warranty, express or implied, by Assignor.

BMO Harris
Assignment of DOT (St. John)
ACTIVE 203898220



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This Assignment and Assumption may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

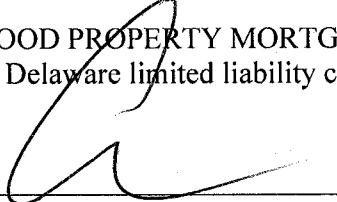
Dated as of the 8th day of October, 2014

[SIGNATURE PAGE FOLLOWS]

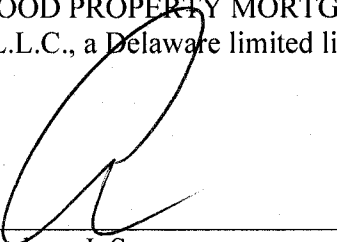


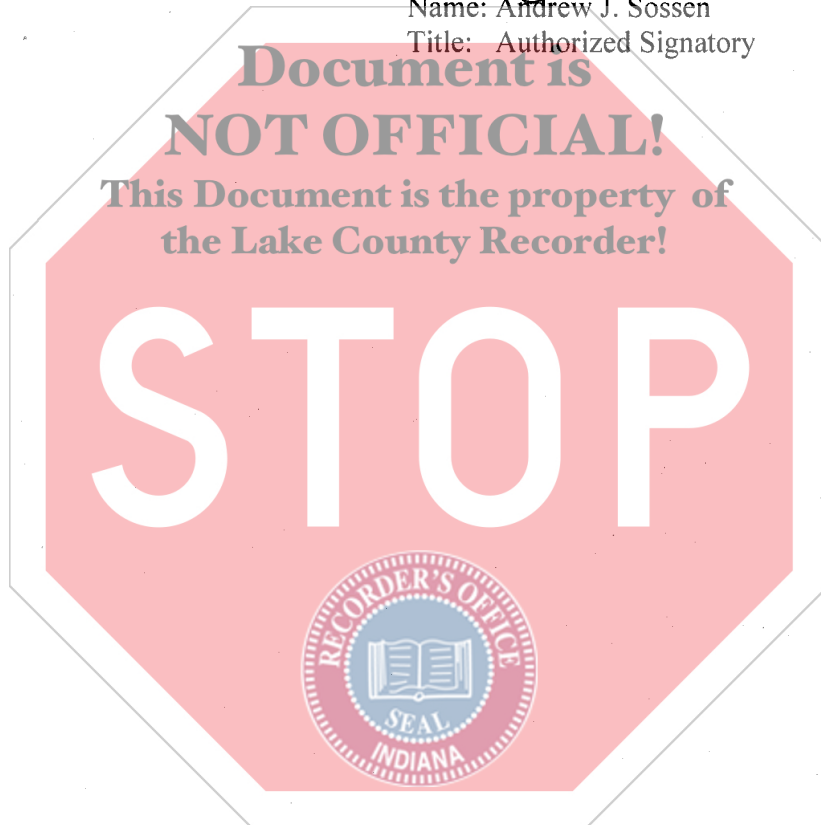
BMO Harris
Assignment of DOT (St. John)
ACTIVE 203898220

STARWOOD PROPERTY MORTGAGE,
L.L.C., a Delaware limited liability company

By: 
Name: Andrew J. Sossen
Title: Authorized Signatory

STARWOOD PROPERTY MORTGAGE
SUB-2, L.L.C., a Delaware limited liability
company

By: 
Name: Andrew J. Sossen
Title: Authorized Signatory



ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

) ss: Greenwich
Vernice Briggs

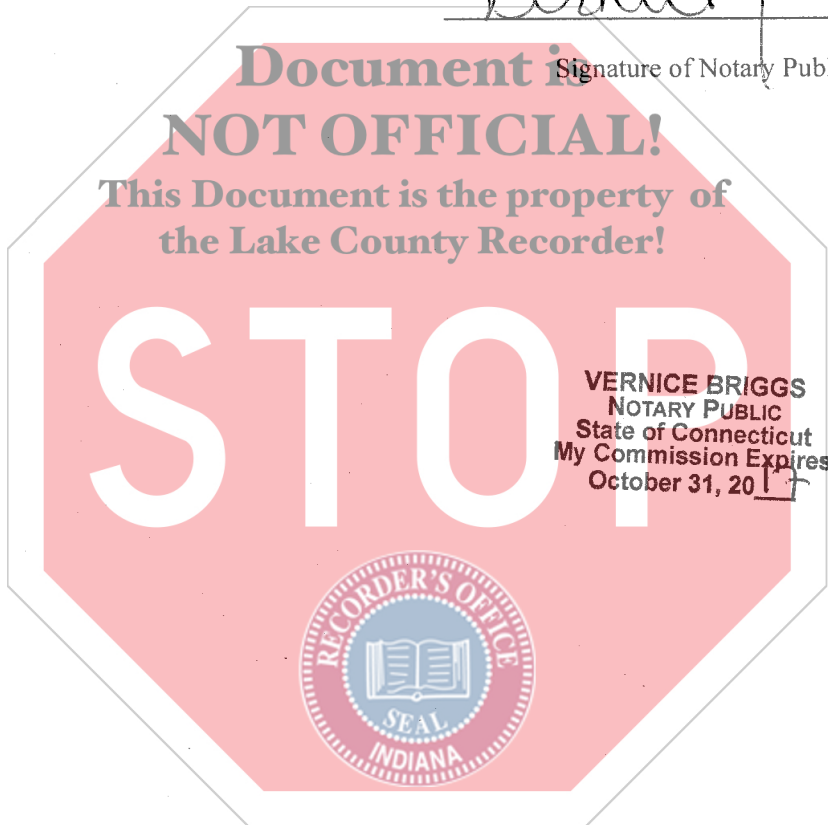
On October 6, 2014 before me, Vernice Briggs (here insert name of the officer), Notary Public, personally appeared Andrew J. Sossen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vernice Briggs
Signature of Notary Public

[Seal]



ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

)
) ss: Greenwich
)
Vernice Briggs

On October 6, 2014, before me, Vernice Briggs (here insert name of the officer), Notary Public, personally appeared Andrew J. Sossen, 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.

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WITNESS my hand and official seal.

Vernice Briggs
Signature of Notary Public

[Seal]

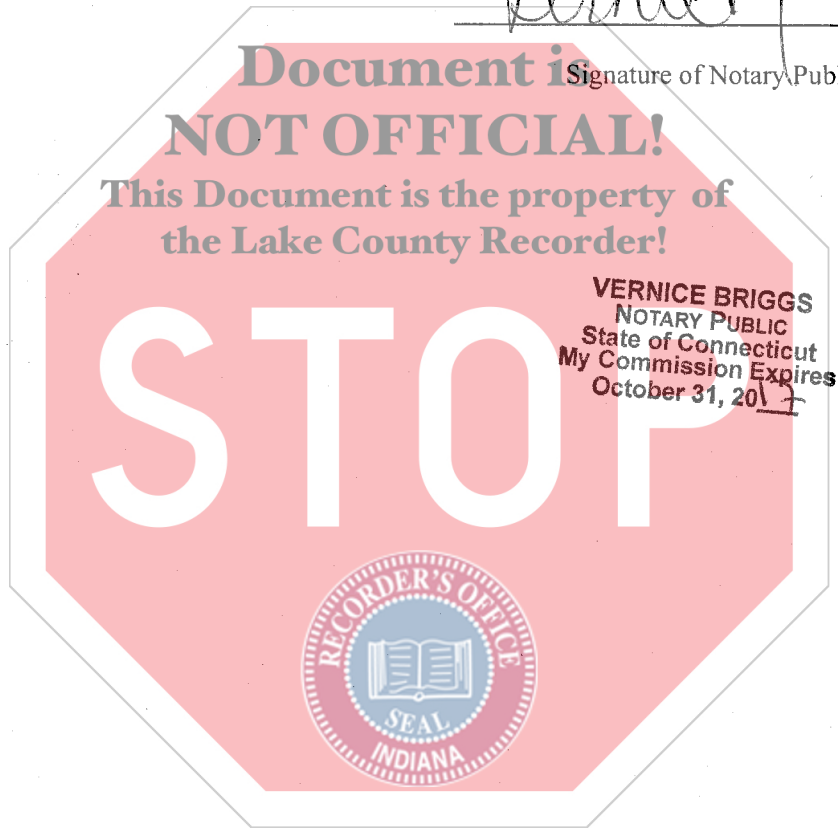


EXHIBIT A

(Legal description)

See attached



Ex. A

BMO Harris
Assignment of DOT (St. John)
ACTIVE 203898220

9770 Wicker Ave., St. John, Indiana 46373

Parcel 1:

That part of the Southeast Quarter of Section 32, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as commencing at the Northeast corner of said Southeast Quarter; thence South 0 degrees 03 minutes 35 seconds East along the East line of said Section 32, a distance of 335.0 feet to the POINT OF BEGINNING; thence South 89 degrees 56 minutes 25 seconds West, a distance of 75.0 feet; thence South 0 degrees 03 minutes 35 seconds East, a distance of 20 feet; thence South 89 degrees 56 minutes 25 seconds West, a distance of 247.68 feet; thence South 0 degrees 03 minutes 35 seconds East, a distance of 180.0 feet to a point on the North right of way line of 97th Lane as platted in Homestead Acres 3rd Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 46, page 92, in the Office of the Recorder of Lake County, Indiana; thence North 89 degrees 56 minutes 25 seconds East a distance of 322.68 feet; thence North 0 degrees 03 minutes 35 seconds West a distance of 200 feet to the POINT OF BEGINNING.

Parcel 2:

That part of the Southeast Quarter of Section 32, Township 35 North, Range 9 West of the Second Principal Meridian, described as commencing at the Northeast corner of said Southeast Quarter; thence South 0 degrees 03 minutes 35 seconds East along the East line of said Section 32 a distance of 335.0 feet; thence South 89 degrees 56 minutes 25 seconds West a distance of 75.0 feet to the point of beginning; thence South 0 degrees 03 minutes 35 seconds East a distance of 20.0 feet; thence South 89 degrees 56 minutes 25 seconds West a distance of 247.68 feet; thence South 0 degrees 03 minutes 35 seconds East a distance of 180.0 feet to a point on the North right of way line of 97th Lane as platted in Homestead Acres 3rd Addition to the Town of St. John, as shown in Plat Book 46, page 92, in Lake County, Indiana; thence South 89 degrees 56 minutes 25 seconds West along said right of way line a distance of 25.0 feet; thence North 0 degrees 03 minutes 35 seconds West a distance of 200.0 feet; thence North 89 degrees 56 minutes 25 seconds East a distance of 272.66 feet to the point of beginning.

Parcel 3:

A non-exclusive easement for roadway and public utility purposes contained in the Trustee's Deed from Mercantile National Bank of Indiana, as Trustee, under the provisions of a Trust Agreement dated January 2, 1974, and known as Trust No. 3163, and Mercantile National Bank of Indiana, as Trustee, under the provisions of a Trust Agreement dated December 8, 1972, and known as Trust No. 3007, to Strack & Van Til Schererville Super Market, Inc., an Indiana corporation, dated January 7, 1977, and recorded November 6, 1978, as Document Number 500249, in the Office of the Recorder of Lake County, Indiana, upon, over, and within the following described real estate:

That part of the Southeast Quarter of Section 32, Township 35 North, Range 9 West of the Second Principal Meridian, described as commencing at the Northeast corner of said Southeast Quarter; thence South 0 degrees 03 minutes 35 seconds East along the East line of said Section 32 a distance of 335.0 feet; thence South 89 degrees 56 minutes 25 seconds West a distance of

347.66 feet to the point of beginning; thence South 0 degrees 03 minutes 35 seconds East a distance of 200.0 feet to a point on the North right of way line of 97th Lane as platted in Homestead Acres 3rd Addition to the Town of St. John, as shown in Plat Book 46, page 92, in Lake County; Indiana; thence South 89 degrees 56 minutes 25 seconds West along said right of way line a distance of 25.0 feet; thence North 0 degrees 03 minutes 35 seconds West a distance of 200.0 feet; thence North 89 degrees 56 minutes 25 seconds East a distance of 25.0 feet to the point of beginning.

APN: 45-11-32-429-004.000-035

