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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 083284

2014 DEC 30 AM 9:37

MICHAEL B. BROWN
RECORDER

Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing

STATE: Indiana

COUNTY: Lake

**GRANTOR: Bank of America, N.A., a national banking association
700 Louisiana, 7th Floor, Houston, TX 77002**

**GRANTEE: SunTrust Bank, as Administrative Agent
303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308**

Document Date: November 19th, 2014

Recording Reference: Document 2013.063185 on 8/27/2013

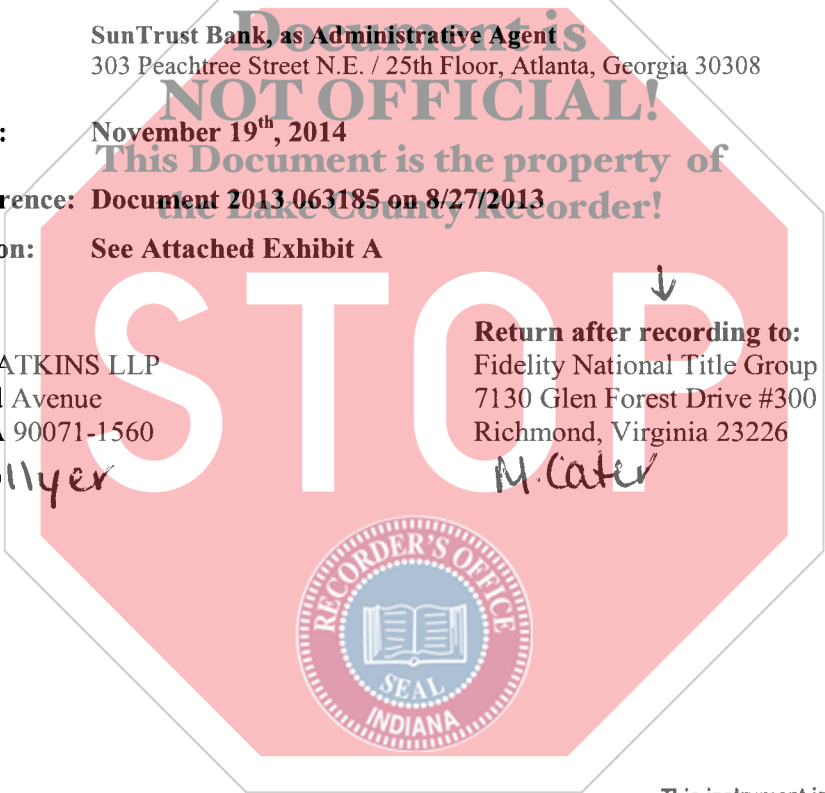
Legal Description: See Attached Exhibit A

Prepared by:
LATHAM & WATKINS LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560

Glen Collyer

Return after recording to:
Fidelity National Title Group
7130 Glen Forest Drive #300
Richmond, Virginia 23226

M. Cater



This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insure-ability or affect on title.

IN-Lake—BB121698-(15197958)(209)

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**ASSIGNMENT OF Mortgage, Assignment of Leases and Rents, Security Agreement and
Fixture Filing**

KNOW THAT **Bank of America, N.A.**, a national banking association in its capacity as administrative agent under the Credit Agreement (as defined below) and having an address at 700 Louisiana, 7th Floor, Houston, TX 77002 (“**Assignor**”), in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers and conveys as of the date set forth below to **SUNTRUST BANK**, in its capacity as Administrative Agent under and as said term is defined in the Amended and Restated Credit Agreement (as defined below), having an address at 303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308 (“**Assignee**”), that certain Mortgage, Deed of Trust, or Deed to Secure Debt listed and set forth on **Exhibit A** attached hereto (the “**Assigned Lien Document**”) and all of Assignor’s liens, security interests, collateral assignments, and other rights, titles and interests thereunder covering the interest described in the Assigned Lien Document and affecting that certain real property described in **Exhibit B** attached hereto and made a part hereof. This assignment is made in furtherance of and in further evidence of the Master Assignment of Notes, Liens, Security Instruments and Other Rights (“**Master Assignment**”), executed by and among Assignor, Assignee and the borrowers and lenders party thereto and dated as of the date hereof, and is subject to the terms and conditions thereof. For purposes of this assignment, (i) the term “Credit Agreement” shall mean that certain Credit Agreement, dated as of June 21, 2012, by and among Landmark Dividend Growth Fund - D LLC, a Delaware limited liability company, as administrative borrower, the Direct Subsidiaries (as defined in the Credit Agreement) in existence on the date thereof and each other person executing a Joinder (as defined in the Credit Agreement) thereto as a borrower, as borrowers, Assignor and the lenders from time to time party thereto and (ii) the term “Amended and Restated Credit Agreement” shall mean that certain Amended and Restated Credit Agreement, dated on or about the date hereof, by and among Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, as borrower, Landmark Infrastructure Partners LP, a Delaware limited partnership, Assignee and the lenders party thereto from time to time.

Except as expressly provided in the Master Assignment, the foregoing grant, bargain, sale, assignment, transfer and conveyance is made **AS IS and WITHOUT RECOURSE and WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR.**

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of Assignee, forever. This assignment shall inure to the benefit of, and be binding upon Assignor and Assignee, and their respective successors and assigns.

This assignment is dated effective as of November 19th, 2014.

[SIGNATURE PAGE FOLLOWS]



Executed as of the date immediately below written.

ASSIGNOR:

Bank of America, N.A., a national banking association

BY: 

Name: Joseph R. Patterson

Title: Senior Vice President

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On November 14, 2014, before me Suzanne H. Beatty
a Notary Public, personally appeared Joseph R. Patterson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official Seal.

Suzanne H. Beatty
Notary Public for Texas
My Commission Expires 4-13-16

[NOTARIAL SEAL]

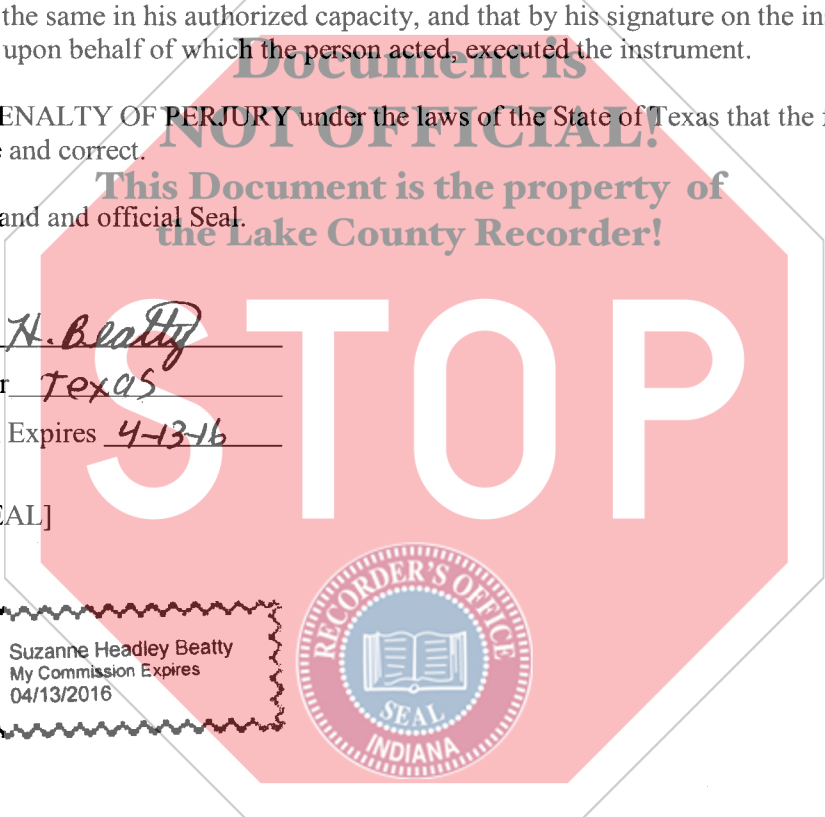
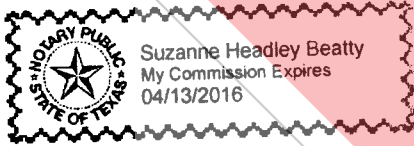


EXHIBIT A

ASSIGNED LIEN DOCUMENT

IN-Lake—BB121698-(15197958)(209)

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing

Grantor: LD Acquisition Company 9 LLC, a Delaware limited liability company

Lender: Bank of America, N.A., a national banking association

Recorded: 8/27/2013

Recorded In: Document 2013 063185



EXHIBIT B

Legal Description

IN-Lake—BB121698-(15197958)(209)

State: IN COUNTY: Lake

An interest in land, said interest being over a portion of the following described parent parcel:

Part of Lots 1 and 53 in Block 4 and part of the South Half of vacated Roxana Drive in Roxana Park 4th Addition to East Chicago, the plat of which is recorded in Plat Book 29, Page 47, in said Recorder's office, bounded and described as follows:

Beginning on the east line of said Lot 1 at a point which is 100.00 feet southerly, measured on the west line of Homerlee Avenue, from the south line of Relocated Roxana Drive; thence North 75 degrees 42 minutes 16 seconds West 203.10 feet, more or less, to the northern line of said Toll Road right-of-way; thence Southeasterly on said right-of-way line on a curve to the left having a radius of 2936.25 feet distance of 103.50 feet, more or less, to a point of tangent; thence South 57 degrees 23 minutes 56 seconds East 131.50 feet to the aforesaid west line; thence North 0 degrees 15 minutes 17 seconds West on said West line 79 feet, more or less, to the point of beginning.

LESS AND EXCEPT that portion of property conveyed from Columbian Club of East Chicago, Indiana, Inc. by Warranty Deed dated July 21, 2003 and recorded September 23, 2003 in Instrument No. 2003 100945.

AND BEING a portion of the same property conveyed to Columbian Club of East Chicago, Indiana, Inc. from Indiana Toll Road Commission by Special Warranty Deed dated May 10, 1963 and recorded May 24, 1963 in Instrument No. 483661.

Tax Parcel No. 45-03-32-331-006.000-024

