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2015 029991

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 MAY 15 AM 8:33

MICHAEL B. BROWN  
RECORDER

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company  
(Assignor)

to

RAIT FUNDING, LLC, a Delaware limited liability company  
(Assignee)

Effective as of December 29, 2014

County of Lake  
State of Indiana

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:  
VANESSA A. ORTA  
ANDERSON, McCOY & ORTA, P.C.  
100 North Broadway, Suite 2600  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

AMOUNT \$ 18  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 84226  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RP

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## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

As of the 29th day of December, 2014, RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, having an address at 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to RAIT FUNDING, LLC, a Delaware limited liability company, having an address at c/o RAIT Financial Trust, Cira Centre, 2929 Arch St., 17th Floor, Philadelphia, PA 19104, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by HAMPSHIRE PARK APARTMENTS LLC, an Illinois limited liability company to RAIT FUNDING, LLC, a Delaware limited liability company dated as of October 30, 2014 and recorded on November 14, 2014, as Document Number 2014 072540 in the Recorder's Office of Lake County, Indiana (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$9,000,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof;

foregoing instrument(s) assigned to RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company by Assignment instrument(s) being recorded simultaneously herewith, in the Recorder's Office.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

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

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this 27 day of December, 2014.

RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company

By: RAIT FUNDING, LLC, a Delaware limited liability company, its sole Member

By: Taberna Realty Finance Trust, a Maryland real estate investment trust, its sole Member

By: [Signature]  
Name: Kenneth R. Frappier  
Title: Executive Vice President

STATE OF PENNSYLVANIA §  
COUNTY OF PHILADELPHIA §

On the 27<sup>th</sup> day of December, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Kenneth Fr, personally known to me or 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/she executed the same in his authorized capacity as EVP of Taberna Realty Finance Trust, a Maryland real estate investment trust, as sole member of RAIT Funding, LLC, a Delaware limited liability company, as sole member of RAIT CMBS CONDUIT II, LLC, a Delaware limited liability company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]  
Notary Public

My Commission Expires:

Reference No.: 4308.006  
Matter Name: Hampshire Park Apartments  
Pool: JPMBB 2014-C26

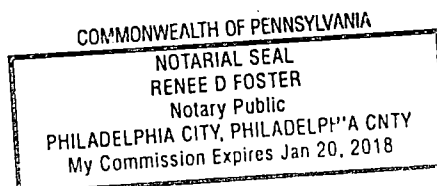


EXHIBIT A  
LEGAL DESCRIPTION

The land referred to in this Policy, situated in the County of Lake, State of Indiana, is described as follows:

All of Lots 1, 2, and 3; and the West 206 feet of Lot 4 in Rifenburg's Addition to Hobart, Indiana, as per plat thereof, recorded in Plat Book 1 Page 5, in the Office of the Recorder of Lake County, Indiana, And also a part of the Northeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of Section 30, Township 36 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana, described in one parcel as follows:

Beginning at the Southeast corner of the Northeast  $\frac{1}{4}$  of said Section 30; thence North along the East line of said Section, a distance of 125 feet; thence North 88 degrees 05 minutes 00 seconds West and parallel to the East-West centerline of said Section 30, a distance of 752.50 feet; thence South 00 degrees 00 minutes 00 seconds West, parallel to the East line of said Section 30, a distance of 767.8 feet; thence South 88 degrees 05 minutes 00 seconds East, a distance of 200.00 feet to the West line of Rifenburg's Addition; thence North 00 degrees 00 minutes 00 seconds East, a distance of 48.00 feet to the Southwest corner of Lot 4, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East along the South line of said Lot 4, a distance of 206.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 132 feet to the South line of Lot 3, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East, a distance of 316.5 feet to the Southeast corner of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East along the East line of Rifenburg's Addition, a distance of 396.0 feet to the Northeast corner of Lot 1, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East, a distance of 30.00 feet to the East line of the Southeast  $\frac{1}{4}$  of said Section 30; thence North 00 degrees 00 minutes 00 seconds East, a distance of 66.8 feet to the point of beginning