STATE OF INDIANA LAME COUNTY FILED FOR EXCORD

2015 071504

2015 OCT 21 PM 1: 49

MICHAEL B. ERBEN RECORDER

PREPARED BY AND
UPON RECORDATION RETURN TO:
PREPARED BY: TROUTMAN SANDERS LLP
301 SOUTH COLLEGE STREET STE 3400
CHARLOTTE, NC 28202
AFTER RECORDING RETURN TO:
OS NATIONAL, LLC
2170 SATELLITE BLVD STE 200
DULUTH GA 30097

Document is

NOT OFFICIAL!

ASSIGNMENT OF SECURITY INSTRUMENT
This Document is the property of
the Lake County Recorder!

by

B2R FINANCE L.P.,
a Delaware limited partnership,

to

Dated: As of July 15, 2015

State: Indiana

County: Lake

22 - CPARGE 64 - UCC 13 - CP



ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 15th day of July, 2015, is made by **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R REPO SELLER 1 L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of July 15, 2015, executed by SANDBURG GROUP LLC, an Illinois limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Lake, State of Indiana, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Deed of Trust Assignment of Leases and Rents and Security Agreement dated as of Joly 15, 2015, executed by Borrower for the benefit of Assignor, as lender, and recorded on SEPTEMBER 22, 20 15 in the Real Property Records of Lake County, Indiana, as Document No. 2015 065420 (the "Security Instrument"), in respect of the Psemises.

Loan No.: 030295752

2. <u>Assumption</u>. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

ASSIGNMENT OF SECURITY INSTRUMENT (B2R to B2R Repo Seller 1) – Page 1 SANDBURG GROUP LLC

- 3. <u>Representations and Warranties of Assignor.</u> This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:
 - (a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and
 - (b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Headings</u>. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- 7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a parthership, a joint venture, a trust, an estate or any other entity.
- 8. Partial Invalidity. 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 circumstance 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.

Loan No.: 030295752



IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

B2R FINANCE L.P., a Delaware limited partnership

Bv:

Name: Hunter Dale Title: Closer



ASSIGNMENT OF SECURITY INSTRUMENT (B2R to B2R Repo Seller 1) – Signature Page SANDBURG GROUP LLC (Lake County)

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG



ASSIGNMENT OF SECURITY INSTRUMENT (B2R to B2R Repo Seller 1) - Signature Page SANDBURG GROUP LLC (Lake County)

EXHIBIT A

(Premises Description)

	LAKE			
2242 NEWTON ST	STATION	IN	LAKE	46405
2835 RIVERSIDE	LAKE			
DRIVE	STATION	IN	LAKE	46405

Address: 2242 Newton St., Lake Station, Lake, IN 46405 Parcel Identification Number: 45-09-17-205-020,000-021

Client Code: 23302

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: THE SOUTH 20 FEET OF LOT 4, ALT OF LOT 5 AND THE MORTH 15 FEET OF LOT 6 BLOCK A, SEXTON ADDITION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, ANDIANA.

This Document, is the property of

the Lake County Recorder!

Address: 2835 Riverside Drive, Lake Station, Lake, IN 46405 Parcel Identification Number: 45-09-17-407-009.000-021

Client Code: 23303

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: THE WEST 1/2 OF LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 7 IN GREATER RIVERVIEW PARK ADDITION TO EAST GARY, IN THE CITY OF LAKE STATION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 7, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY. INDIANA.