# 2015 085233

## STATE OF IEDIANA LAKE COURTY FILED FOR RECORD 2015 DEC 21 AM 9: 37 MICHAEL B. BROWN RECORDER

When recorded return to:	Bridgewell Capital	
496 E	Delaney Ave., Suite 408	
Loan No: BR118-15-2	Drlando, FL 32801	
902 Lake George	$\wedge$	
	/	(Space above this line reserved for recording use only.)

#### **ASSIGNMENT OF MORTGAGE**

The undersigned owner and holder of a Mortgage and of the Note secured by it, hereinafter collectively referred to as the "Loan" made by DP2 Investment Group, LLC, a Nevada Limited Diability Company to BridgeWell Capital LLC securing \$19,200 on 10/20/2015, which was recorded in Official Records Instrument # 2015 - 014443 of the public records of Lake county. Indiana, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does assign and transfer without recourse to BridgeWell Investment Fund LLC, the above-described mortgage and indebtedness secured by it together with all financing statements, assignments of rent or leases, and other instruments related to the mortgage, including but not limited to roan applications, appraisals, the insurance commitments or policies, building permits and hazardeinsurance policies (the 'ill our Decuments') secured by the real property described to wit:

Lot 45 Wildwood on the Lake, in the City of Hobart, as shown in Plat Book 31, page 44, in Lake County, Indiana. Except as otherwise specifically set forth in this Assignment, the Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan and the Loan Documents, including – without limitation – any warranty, guaranty or representation regarding: (a) the priority of any lien or security interest securing the Note or any other Loan Document; (b) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan or any Loan Document; (c) the financial condition of the Borrowers; (d) the compliance of the Loan or Loan Documents with any laws, ordinances or regulations of any government or other body; (e) the condition of any collateral securing the Note or any other Loan Document; or (f) the future performance of the Borrower(s), Mortgagors, or any guarantor of the Loan documents. The Assignee acknowledges that the Assignee has been given an opportunity to undertake its own investigation of the Loan and the Loan documents and has not relied solely upon any information provided or to be provided by the Assignor. The assignment of the Loan Documents herein is made on an "AS IS," "WHERE IS" basis, with all faults.

The Assignee, by its acceptance hereof, hereby bleases and discharges the Assignor and does hereby indemnify and hold harmless the Assignor from any and all clause counterclosms, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, fights, actions and causes of action of any nature whatsoever, including without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including, without limitation, claims of fraud, duress, mistake, tortious interference, or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the Assignor arising out of or in connection with, or relating to, the Loan or the Loan Documents,

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which have occurred in whole or in part, or were initiated at any time, up to and through the execution of this Assignment, except as may arise pursuant to this Assignment or any other document or instrument executed by the Assignor in connection with this Assignment.

Assignee hereby assumes any and all of the Assignor's obligations under the Loan and the Loan Documents arising on or after the date hereof, and the Assignee hereby indemnifies and holds the Assignor harmless from and against any and all claims, liabilities, damages, expenses or obligations (including reasonable attorney's fees) of any kind or character in connection with the Loan arising as a result of the Assignee's action or inaction with respect to the Loan. In addition, the Assignee hereby releases and discharges the Assignor from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, account offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands, and cause of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, for or because of or as a result of any fact, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the Assignor arising out of or in connection with, or relating to the Loan or the Loan Documents which have occurred in whole or in part, or were initiated at any time, up to and through the execution of this Assignment.

This Assignment shall inure to the benefit of the successors and assigns of the Assignor and the Assignee, and shall be binding upon the successors and assigns of the Assignor and the Assignee.

#### SERVICING RIGHTS RETAINED.

his Assignment, hereby agrees that the Assignor shall d mortgage and security agreement referenced herein. The Assignor by this Assignment, and the retain the right to service the loan evidenced by the ssignorts true and lawful Attorney-In-Fact with ame, place and stead, of Assignor and for the By acceptance of this Assignment, the full power and authority conferred up all of the installment payments that may come due Assignor's use and benefit, to (i) service the loan; the ) institute collection proceedings in the under the loan; (iii) issue estoppel name of the Assigner as servicing agent for the Assigned will respect to an effault under the loan, including without limitation filing a civil action to collect on the promissory note and to foreclose the mortgage; (v) issue a satisfaction of mortgage with respect to the loan in the event the loan is paid in full; and (vi) collect the payoff amount if the loan is paid in full; and (vii) to act with full power and authority with respect to the loan and to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as Assignee might or could do with respect to the loan.

BridgeWell Capital LLC, a Florida limited liability company Prepared By: John Parrett Uctober 10, 20FJ President BridgeWell Capital LLC 4910 Delaney Ave Orlando, FL 3280

### STATE OF FLORIDA

COUNTY OF ORANGE The foregoing instrument was acknowledged before me this  $10^{\circ}$  day of  $0^{\circ}$ . 2015, by John Parrett, Manager of Bridge Well Capital LLC, a Florida limited liability company, on behalf of the company. John Parrett is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public - State of Florida

