

2016 054610

STATE OF INDIANA
LAKE COUNTY
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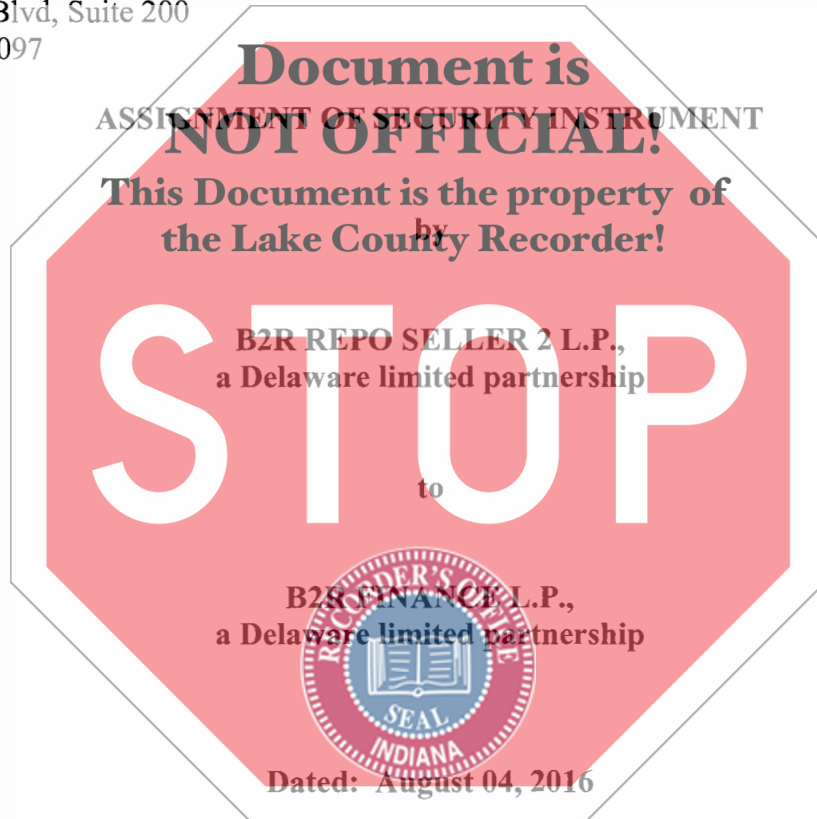
MICHAEL B. BROWN
RECORDER

8

PREPARED BY:
Karen J. Wade
Alston & Bird, LLP
2828 N Harwood, Suite 1800
Dallas, TX 75201

UPON RECORDATION RETURN TO:
Kelly Grady
OS National, LLC
2170 Satellite Blvd, Suite 200
Duluth, GA 30097

→



State: Indiana

County: Lake

ck. 26-16
157456
or

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 4th day of August, 2016, is made by **B2R REPO SELLER 2 L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee" and/or "B2R").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of January 26, 2016, executed by **HHTP1, LLC**, a California limited liability company ("Borrower") and made payable to the order of B2R, predecessor-in-interest to Assignor, in the stated principal amount of six million one hundred twenty-eight thousand and No/100 Dollars (\$6,128,000.00) (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 instruments, 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 Mortgage to Secure Debt, Assignment of Leases and Rents and Security Agreement dated as of January 26, 2016, executed by Borrower for the benefit of B2R, as lender, and recorded on February 06, 2016 in the Real Property Records of Lake County, Indiana, as Document No. 2016 008530 / Book N/A / Page N/A (the "Security Instrument"), in respect of the Premises.

2. Assumption. 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 and the Assignment of Security Instrument required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. 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. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

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

6. Headings. 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 partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidation. 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.



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

ASSIGNOR:

B2R REPO SELLER 2 L.P., a Delaware limited partnership

By: B2R Repo Seller 2 GP LLC, a Delaware limited liability company, its general partner

By: B2R Finance L.P., a Delaware limited partnership, its sole member

By: 
Name: Jenise Taylor
Title: Authorized Signatory

Document is NOT OFFICIAL!
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Address:
4201 Congress Street, Suite 475
Charlotte, North Carolina 28209
Attention: Legal Department
Facsimile No.: (704) 243-9201

STOP

Witness #1 
Witness #1 



ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 8th day of July, 2016, by Jenise Taylor, as Authorized Signatory of B2R Finance L.P., a Delaware limited partnership, the sole member of B2R Repo Seller 2 GP LLC, a Delaware limited liability company, the general partner of B2R Repo Seller 2 L.P., a Delaware limited partnership, on behalf of said limited partnership.

Olivia Skillen
Notary Public

My commission expires:

Document is NOT OFFICIAL!
Print Name: Olivia Skillen
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 1/20/2021

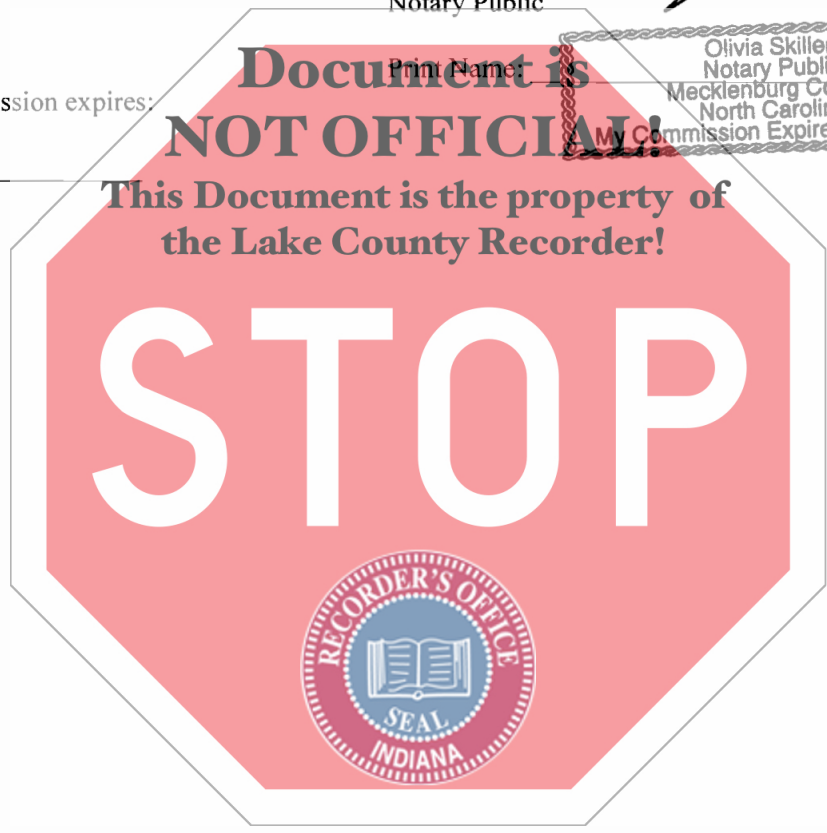


EXHIBIT A

(Premises Description)



EXHIBIT A

Address : 1106 W 61ST AVE, MERRILLVILLE, LAKE,IN 46410
Parcel Identification Number : 45-12-04-383-012.000-030
Client Code : 18200

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA BEING KNOWN AND DESIGNATED AS:LOT 143 IN BARCLAY VILLAGE, UNIT 3A, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF,RECORDED IN PLAT BOOK 51, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Address : 1617 VINE CT, HOBART, LAKE,IN 46342
Parcel Identification Number : 45-12-02-453-005.000-018
Client Code : 18231

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:LOT NUMBERED 32 AS SHOWN ON THE RECORDED PLAT OF BROOKVIEW TERRACE UNIT 2, IN THE CITY OF HOBART RECORDED IN PLAT BOOK 35, PAGE 39 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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Address : 2613 UNION ST, LAKE STATION, LAKE,IN 46405
Parcel Identification Number : 45-09-16-401-006.000-021
Client Code : 18248

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA BEING KNOWN AND DESIGNATED AS FOLLOWS: LOTS 27, 28, 29 AND 30 IN BLOCK 5 IN CARLSON'S FIRST ADDITION TO EAST GARY, CITY OF LAKE STATION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 5 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Address : 2645 W 57TH PL, MERRILLVILLE, LAKE,IN 46410
Parcel Identification Number : 45-12-05-304-006.000-030
Client Code : 18264

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:LOT 25 IN PAN OF BLOCK 6 IN BON AIRE SUBDIVISION UNIT NUMBER ONE., AS PER PLAT

THEREOF RECORDED IN PLAT BOOK 31 PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Address : 317 SUNNYSIDE AVE, MUNSTER, LAKE, IN 46321
Parcel Identification Number : 45-06-13-329-035.000-027
Client Code : 18184

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA DESCRIBED AS: THE EAST 1/2 OF LOT 29 AND ALL OF LOT 30 IN BLOCK 6 IN HOLLYWOOD OF HAMMOND, IN THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED JANUARY 6, 1926 IN PLAT BOOK 19, PAGE 21, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Address : 3619 W 123RD PL, CROWN POINT, LAKE, IN 46307
Parcel Identification Number : 45-16-18-452-014.000-041
Client Code : 18191

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: LOT 9, IN BLOCK 4, IN HAWTHORNE HILLS UNIT NO. 2 AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 4, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

