

PREPARED BY AND RETURN TO:

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 AUG 12 AM 11:08

MICHAEL B. BROWN
RECORDER

2016 055048

ASSIGNMENT OF INTEREST IN LEASES AND RENTS

FOR VALUE RECEIVED, the undersigned, D.A.D. Properties LLC, a Indiana Limited Liability Company (hereinafter referred to as "Assignor"), having an address of 3306 W. 20th Avenue, East Chicago, IN 46404 does hereby assign to BridgeWell Capital, LLC, a Florida limited liability company having and address of 496 Delaney Avenue, Suite 408, Orlando, FL 32801 (hereinafter referred to as "Assignee"), its entire position as lessor with respect to all leases or rental arrangements executed or delivered, both oral and written, now existing or hereafter made or existing (hereinafter collectively referred to as the "Leases") with respect to the following premises:

Legal Description: SEE ATTACHED ADDENDUM A

Subject Property Address: 2307 Purdue Drive, East Chicago, IN 46312

Together with all rents (or payments in lieu of rents) payable under said Leases.

Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittal for all of the rents that may become due under said Leases and avail itself of and pursue all remedies for the enforcement of said Leases and Assignor's rights in and under said Leases as Assignor might have pursued but for this Assignment.

Upon written request of Assignee, Assignor shall furnish copies of the signed Leases to Assignee; Assignor has not heretofore assigned or pledged the same or any interest therein.

Assignor waives any rights of setoff against the lessee

Assignor agrees:

- (a) not to collect any of the rent, income and profits arising or accruing under said Leases for more than two (2) months in advance of the time when the same become due under the terms thereof;
- (b) not to discount any future accruing rents;
- (c) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
- (d) to perform all of Assignor's covenants and agreements as lessor under said Leases and not to suffer or permit to occur any releases of liability of the lessees, or any rights to the lessees to withhold payment of rent;



AMOUNT \$ 21.00
 CASH CHARGE
 CHECK# 30255
 OVERAGE
 COPY
 NON-CONF ✓
 DEPUTY MB

IF

(e) that notwithstanding any variation of the terms of the Mortgage and Security Agreement or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(f) not to sell, transfer, assign or remove any personal property now or hereafter located on the above-described premises, unless such action results in substitution or replacement with similar items, owned by Assignor and not otherwise encumbered, of equal value, without the prior written consent of Assignee.

This Assignment is given as additional security for the payment of a Promissory Note of even date herewith from persons other than the Assignor, some of whom are the beneficiary of the Assignor Trust or principals/officers/shareholders/owners of the beneficiary of the Assignor Trust in the sum of **150,000** and all other sums secured by the Mortgage and Security Agreement of even date herewith from Assignor to Assignee, as mortgagee, including future advances, conveying premises of which those demised in said Leases form all or part. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by said Mortgage and Security Agreement and not secondary. All amounts collected hereunder, after deducting the expenses of collection, shall be applied on account for the indebtedness secured by said Mortgage and Security Agreement, or in such other manner as may be provided for in the Mortgage and Security Agreement, or in any general assignment of rents relating to said premises. Nothing herein contained shall be construed as constituting Assignee as trustee or mortgagee in possession. In the event said Mortgage and Security Agreement is fully paid and satisfied, canceled and released, then the releasing of said Mortgage and Security Agreement shall constitute a satisfaction, cancellation and release hereof.

Upon issuance of a deed or deeds pursuant to foreclosure of the mortgage, all right, title, and interest of Assignor in and to said Leases shall, by virtue of this instrument, thereupon vest such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose. But nothing contained herein shall prevent Assignee from terminating any subordinate lease through such foreclosure.

In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under said Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demand whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability, loss or damages under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand. Such

attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Promissory Note or Mortgage and Security Agreement, but upon the occurrence of any such default Assignee shall be entitled, upon notice to the lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the lessees to pay all such amounts to Assignee without proof of the default relied upon. The lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases and shall have no right or duty to inquire as to whether any default under this Mortgage and Security Agreement, Promissory Note, or this Assignment has actually occurred or is then existing.

This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage and Security Agreement or in any other document. In the event Assignee grants one or more partial releases of the lien of the Mortgage from portions of the Premises, upon recording of such partial release the same shall constitute a partial release of this Assignment as to the property described in such release.

This Assignment shall include any extensions and renewals of the Leases and any reference herein to the said Leases shall be construed as including any such extensions and renewals.

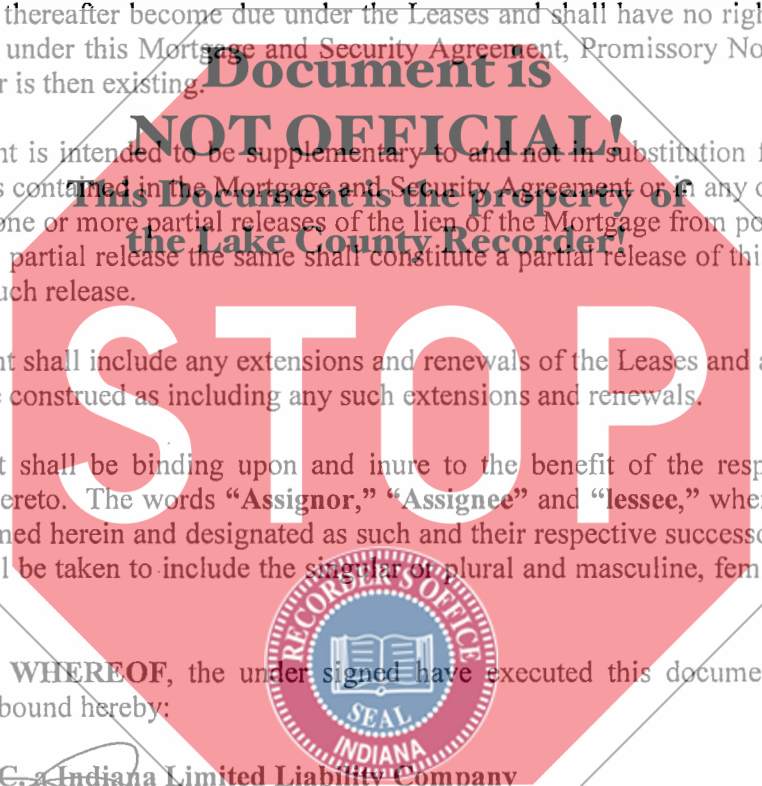
This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "lessee," wherever used herein shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

IN WITNESS WHEREOF, the under signed have executed this document as of 07/29/2016 , intending to be legally bound hereby:

D.A.D. Properties LLC, a Indiana Limited Liability Company
By: [Signature] Managing Member
Dwayne E. Rancifer Jr., Managing Member

By: _____

Signed in the presence of the following witnesses:



Signature of Witness

Signature of Witness

Printed Name of Witness

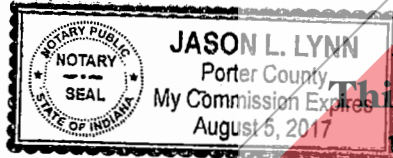
Printed Name of Witness

STATE OF INDIANA

COUNTY OF Lake

Before me, the undersigned notary public, the foregoing instrument was sworn to, acknowledged and subscribed to before me this 7-29-16, by **Dwayne E. Rancifer Jr., Managing Member, of, D.A.D. Properties LLC, a Indiana Limited Liability Company** on behalf of the company and the trust and who did take an oath.

He/she is personally known to me; or
 He/she has produced IN D.L. as identification.



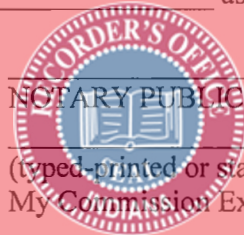
Document is NOT OFFICIAL!
NOTARY PUBLIC
Jason Lynn
(typed, printed or stamped name of Notary)
My Commission Expires: 8-5-2017

STATE OF INDIANA

COUNTY OF _____

Before me, the undersigned notary public, the foregoing instrument was sworn to, acknowledged and subscribed to before me this _____, by _____, of, **D.A.D. Properties LLC, a Indiana Limited Liability Company** on behalf of the company and the trust and who did take an oath.

____ He/she is personally known to me; or
____ He/she has produced _____ as identification.



(typed, printed or stamped name of Notary)
My Commission Expires: _____

This instrument prepared by and return recorded instrument to:

Attn: Post-Closing Dept.
Luis Pereira
BridgeWell Capital LLC
496 Delaney Avenue, Suite 408
Orlando, FL 32801
Phone: 407-447-5000
Fax: 407-447-5006

E-Mail Address: postclosing@bridgewellcapital.com

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Luis Pereira.

