

2016 055306

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Document is
ASSIGNMENT OF SECURITY INSTRUMENT
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B2R REPO SELLER 1 OWNER L.P.,
a Delaware limited partnership

to

B2R FINANCE L.P.,
a Delaware limited partnership



Dated: August 04, 2016

State: Indiana

County: Lake

24,000

157491

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JTB

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 1 OWNER 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").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of April 28, 2016, executed by **MPH2, LLC**, an Utah limited liability company ("Borrower") and made payable to the order of B2R, predecessor-in-interest to Assignor, in the stated principal amount of one million two hundred thousand and No/100 Dollars (\$1,200,000.00) (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

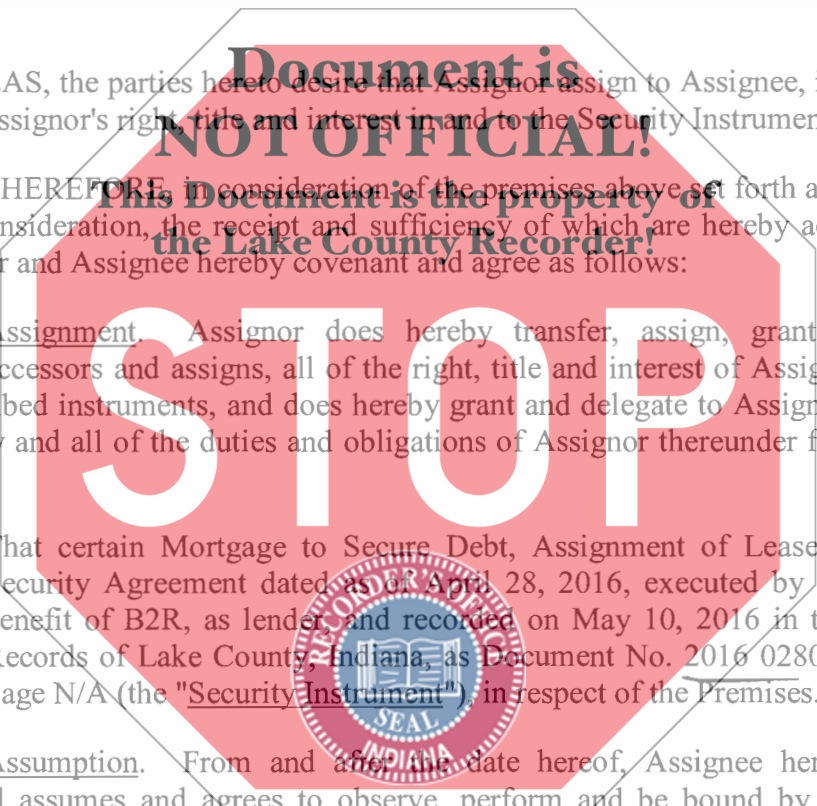
WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

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 April 28, 2016, executed by Borrower for the benefit of B2R, as lender, and recorded on May 10, 2016 in the Real Property Records of Lake County, Indiana, as Document No. 2016 028084 / 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.

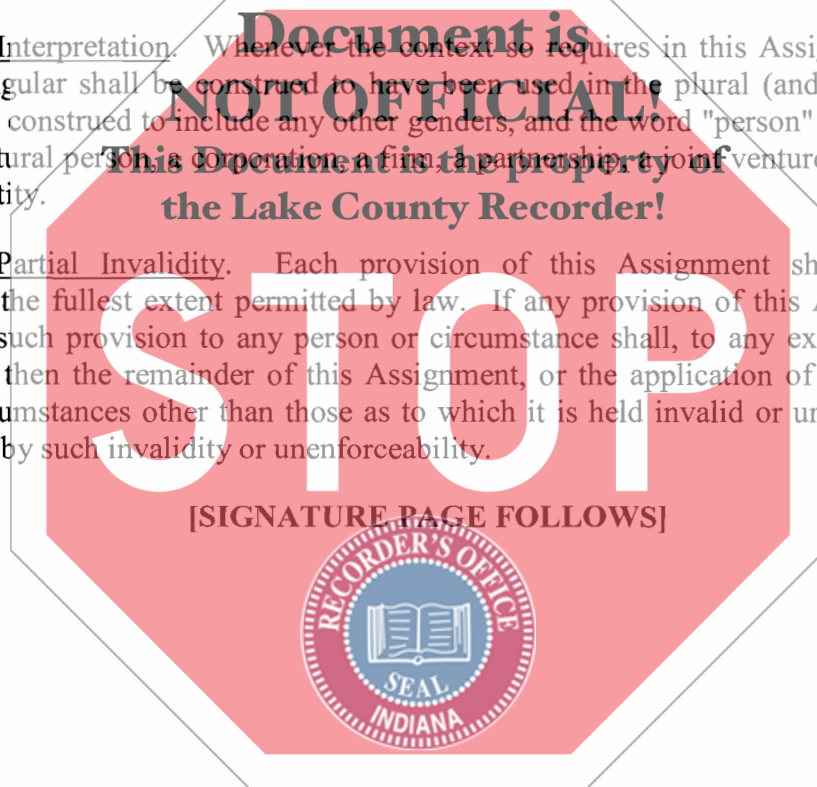
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

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 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.



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


ASSIGNOR:

B2R REPO SELLER 1 OWNER L.P., a Delaware limited partnership


By: B2R Repo Seller 1 Owner GP LLC, a Delaware limited liability company, its general partner

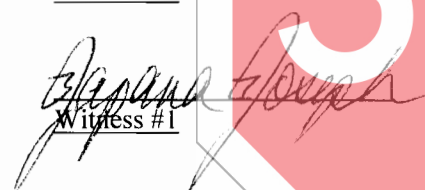
By: B2R Finance L.P., a Delaware limited partnership, its sole member


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By: 
Name: Brad Church
Title: Authorized Signatory

Address:
4201 Congress Street, Suite 475
Charlotte, North Carolina 28209
Attention: Legal Department
Facsimile No.: (704) 243-9201


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 Brad Church, as Authorized Signatory of B2R Finance L.P., a Delaware limited partnership, the sole member of B2R Repo Seller 1 Owner GP LLC, a Delaware limited liability company, the general partner of B2R Repo Seller 1 Owner L.P., a Delaware limited partnership, on behalf of said limited partnership.

Trudy K. McKenzie

Notary Public

My commission expires:

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Print Name: *Trudy K. McKenzie*

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the Lake County Recorder**

TRUDY K. MCKENZIE
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 2-22-2020



EXHIBIT A

(Premises Description)



EXHIBIT A, Premises Description

Address : 8436 GORDON DR, HIGHLAND, LAKE,IN 46322

Parcel Identification Number : 45-07-21-176-031.000-026

Client Code : 36110

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:THE SOUTHERLY 10 FEET OF LOT 35, ALL OF LOT 36, AND THAT PART OF LOT 37, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ON THE NORTH LINE OF SAID LOT 3.11 FEET; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 131.6 FEET TO THE PLACE OF BEGINNING, ALL IN BLOCK 4, IN HIGHLAND TERRACE ADDITION TO HIGHLAND, AS PER PLAT THEREOF, AS SHOWN IN PLAT BOOK 21, PAGE 30, IN LAKE COUNTY, INDIANA.

