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MICHAEL L. LEGYN REGORDER

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

Document is

ASSICNMENT OF SECURITY INSTRUMENT

This Document is the property of the Lake County Recorder! B2R FINANCE L.P., a Delaware limited partnership

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF B2R MORTGAGE TRUST 2016-1 MORTGAGE PASS-THROUGH CERTIFICATES (AND, WITH RESPECT TO ANY SERVICED LOAN COMBINATION, ON BEHALE OF ANY RELATED SERVICED COMPANION LOAN TEHOLDERS)



Dated: August 04, 2016

State: Indiana

County: Lake

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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 FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor" and/or "B2R"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF B2R MORTGAGE TRUST 2016-1 MORTGAGE PASS-THROUGH CERTIFICATES (AND, WITH RESPECT TO ANY SERVICED LOAN COMBINATION, ON BEHALF OF ANY RELATED SERVICED COMPANION LOAN NOTEHOLDERS), having an address at 1100 North Market Street, Wilmington, Delaware 19890, Attention: B2R 2016-1 ("Assignee").

WITNESSETH

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 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 Document is

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

This Document is the property of

WHEREAS, the parties deferted desire that Assigner 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 Shigations 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.

Loan No.: 30297202

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) – Page 1 35440577-00007146/MPH2, LLC

- 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 and the Assignment of Security Instrument required to be observed or performed by Assignor thereunder.
- 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) Except as expressly set forth herein, 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. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.</u>
- 6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shalloot be cleaned in carry manner to offodify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- 7. <u>Interpretation</u>. 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 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 circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

Loan No.: 30297202

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee) – Page 2 35440577-00007146/MPH2, LLC

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

By:

Name: Brad Church

Title: Authorized Signatory

Address:

4201 Congress Street, Suite 475

Charlotte, North Carolina 28209

Attention: Legal Department OCUPacsingle No.: (704) 243-9201

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Witness #1

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the Lake County Recorder!

Witness #1

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ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee)

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, on behalf of said limited partnership.

Notary Public

Print Name: My commission expires: CABARRUS COUNTY NORTH CAROLINA Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee)

EXHIBIT A

(Premises Description)



ASSIGNMENT OF SECURITY INSTRUMENT (B2R Finance to Trustee)

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.

