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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 058578

2017 AUG 30 AM 8:51

MICHAEL B. BROWN  
RECORDER



A10 CAPITAL

After recording return to:

Data Research, Inc.  
8130 SW Beaverton-Hillsdale Hwy  
Portland, OR 97225

Cross-Reference Instrument No.: 2014 012305

Document is  
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This Document is the property of **A10 Capital, LLC** Loan # AC-IN-KG-13-051-0122-001

**ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS**

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of August 14, 2017, by A10 Term Asset Financing 2014-1, a Delaware limited liability company ("Assignor"), with an address at 800 W. Main Street, Suite 1100, Boise, Idaho 83702, Attention: Jerry E. Dunn, in favor of A10 Term Asset Financing 2017-1, LLC, a Delaware limited liability company ("Assignee"), with an address at 800 W. Main Street, Suite 1100, Boise, Idaho 83702, Attention: Jerry E. Dunn as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by IP-TL Century Plaza, LLC, a Delaware limited liability company, recorded on March 4, 2014, in the real estate records of Lake County, Indiana, as Document No. 2014 012305 thereof, as assigned pursuant to that certain Assignment of Mortgage and Loan Documents from A10 Capital, LLC, as assignor, to A10 REIT, LLC, as assignee, recorded on March 4, 2014, in the real estate records of Lake County, Indiana, as Document No. 2014 012306 thereof, and as further assigned pursuant to that certain Assignment of Mortgage and Loan Documents from A10 REIT, LLC, as assignor, to A10 Revolving Asset Financing I, LLC, as assignee, recorded on March 4, 2014, in the real estate records of Lake County, Indiana, as Document No. 2014 012307 thereof, and as further assigned pursuant to that certain Assignment of Deed of Trust and Loan Documents from A10 Revolving Asset Financing I, LLC, as assignor, to Assignor, as assignee, recorded on September 9, 2014, in the real estate records of Lake County, Indiana, as Instrument No. 2014 054289 thereof (hereinafter collectively called the "Mortgage"), describing certain real property therein (the "Real Property") as:

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description.

✓ #19404 JB

~~WACC~~  
~~Finance~~

\$25.00

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TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the date first set forth above.

**A10 Term Asset Financing 2014-1, LLC,**  
a Delaware limited liability company

By: **A10 REIT, LLC,**  
a Delaware limited liability company,  
its Designated Manager

By: **A10 Capital, LLC,**  
a Delaware limited liability company,  
its Manager

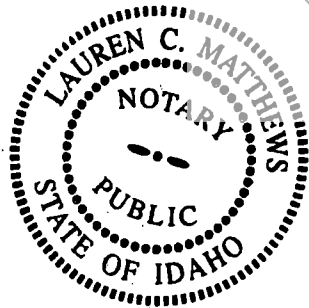


By: *Jacqueline C. Cox*  
Jacqueline C. Cox  
Executive Vice President

STATE OF IDAHO

COUNTY OF ADA

This instrument was acknowledged before me on August 2, 2017, by Jacqueline C. Cox, Executive Vice President of A10 Capital, LLC, a Delaware limited liability company, in its capacity as Manager of A10 REIT, LLC, a Delaware limited liability company, in its capacity as Designated Manager of A10 Term Asset Financing 2014-1, LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Lauren C. Matthews*  
Notary Public, State of Idaho  
Name: Lauren C. Matthews  
My commission expires: 2.18.2020

This instrument was prepared by Jacqueline C. Cox.  
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.

*Jacqueline C. Cox*  
Jacqueline C. Cox

## EXHIBIT A

### Legal Description

**PARCEL 1:** Tracts 1, 2, 3, 6 and 7 in Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded July 23, 2002 in Plat Book 92, page 20 in the Office of the Recorder of Lake County, Indiana.

**PARCEL 2:** Tracts 9, 10 and Outlot "A", First Amendment to Century Plaza, an amendment to Tracts 4 and 5 and Outlot "A" in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 100, page 8 in the Office of the Recorder of Lake County, Indiana.

**PARCEL 3:** Tracts 4, 11, 12, 13, 14 and 15, Second Amendment to Century Plaza, an Amendment to Tracts 4, 5 and 8 in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 101, page 46 in the Office of the Recorder of Lake County, Indiana.

**PARCEL 4:** Tracts 5, 8, 16, 17 and Outlot "B" in Third Amendment to Century Plaza, an Amendment to Tracts 5, 8 and Outlot "B" in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 104, page 28, in the Office of the Recorder of Lake County, Indiana,

**PARCEL 5:** Together with those rights and easements constituting rights in real property created defined and limited by that certain Perpetual Easement Agreement by and between Century Square Associates, a California limited partnership and the Lake County Trust Company, as Trustee under Trust No. 2040, dated January 31, 1979 and recorded March 13, 1979 as shown in Instrument No. 519507, in the Office of the Recorder of Lake County, Indiana.

**PARCEL 6:** Together with those rights and easements constituting rights in real property created defined and limited by that certain Mutual Street Agreement by and between Hartford Development Corporation, an Indiana corporation and Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership, dated May 30, 1995 and recorded May 11, 2000 in Document Number 2000-32285 in the Office of the Recorder of Lake County, Indiana, as affected by that certain plat known as 8400 Centre Park, a Commercial Subdivision, recorded in Plat Book 78, page 61 in the Office of the Recorder of Lake County, Indiana.

#### LESS AND EXCEPT:

Tract 6 in Fourth Amendment to Century Plaza, an Amendment to Tracts 1, 2, 3, 4, 6, 7, 8 and 11 in Century Plaza, a Planned Unit Development in the Town of Merrillville, Indiana, as per plat thereof recorded July 29, 2015 in Plat Book 108, page 34 in the Office of the Recorder of Lake County, Indiana.

Tract 3 in Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded July 23, 2002 in Plat Book 92, page 20 in the Office of the Recorder of Lake County, Indiana.

Excepting a strip of land of the southerly part of Tract 3. Beginning at the Point of Commencement at the northwest corner of Tract 3. Thence south 0 degrees 16 minutes 53 seconds east a distance of 266.77 feet along the east side of Broadway Street to the Point of Beginning. Thence North 89 degrees 50 minutes 38 seconds east a distance of 275.50 feet to a bend point, thence south 45 degrees 13 minutes 7 seconds east to a bend point. Thence south 89 degrees 50 minutes 38 seconds west a distance of 295.54 feet to the east side of Broadway Street, thence north 0 degrees 16 minutes 53 seconds west a distance of 20.00 feet to the point of Beginning in Lake County, Indiana.

Tract 1 in Fourth Amendment to Century Plaza as per the Plat thereof recorded in Plat Book 108, Page 34 in the West Half of the Southwest Quarter of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, all in Lake County, Indiana.

Tract 9 in First Amendment to Century Plaza, an amendment to Tracts 4 and 5 and Outlot "A" in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 100, page 8 in the Office of the Recorder of Lake County, Indiana.

Tax Parcel ID: 45-12-22-301-006.000-030; 45-12-22-301-005.000-030; 45-12-22-301-003.000-030; 45-12-22-351-001.000-030; 45-12-22-351-002.000-030; 45-12-22-301-010.000-030; 45-12-22-301-012.000-030; 45-12-22-301-011.000-030; 45-12-22-301-017.000-030; 45-12-22-352-006.000-030; 45-12-22-301-015.000-030; 45-12-22-301-014.000-030; 45-12-22-301-013.000-030; 45-12-22-301-016.000-030; 45-12-22-352-009.000-030; 45-12-22-352-010.000-030; 45-12-22-352-011.000-030; 45-12-22-352-012.000-030; 45-12-22-301-019.000-030

Street Address: 8200-8400 Broadway and 303-555 E. 81st Avenue, Merrillville, IN 46410