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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 060221

2017 SEP -6 PM 12:30

MICHAEL B. BROWN
RECORDER

(4)

UPON RECORDATION RETURN TO:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center 12th Fl
San Francisco, CA 94111
Attention: Andrea Clay

RETURN TO
Chicago Title
Closer: AJ
File No. 519392

prepared by: *[Signature]*

(4)

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

KNOW THAT

C-III COMMERCIAL MORTGAGE LLC, a Delaware limited liability company, having an address at 5221 North O'Connor Boulevard, Suite 600, Irving, Texas 75039 ("Assignor"),

For valuable consideration given by:

C-III MORTGAGE FUNDING LLC, a Delaware limited liability company, having an address at 5221 North O'Connor Boulevard, Suite 600, Irving, Texas 75039 ("Assignee"),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty, except as set forth in that certain related Mortgage Asset Purchase Agreement, all of Assignor's right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

MORTGAGE AND SECURITY AGREEMENT (as same may have been amended) by MJF/HIGHLAND REAL ESTATE HOLDING COMPANY, LLC, an Illinois limited liability company, to C-III Commercial Mortgage LLC, a Delaware limited liability company, and recorded 9/6/17, 2017 as Document Number 2017 060219, in the Recorder's Office of Lake County, Indiana;

covering the property described on EXHIBIT "A" attached hereto and made a part hereof;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

[NO FURTHER TEXT ON THIS PAGE]

CHICAGO TITLE INSURANCE COMPANY



\$25.00

[Signature]

CKH 1820503684

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed effective as of the 31 day of August, 2017

ASSIGNOR:

C-III COMMERCIAL MORTGAGE LLC, a Delaware limited liability company

By: [Signature]

Name:
Title:

Document is NOT OFFICIAL Brandon England Vice President

STATE OF NEW YORK **This Document is the property of the Lake County Recorder!**
COUNTY OF NEW YORK)

On the 29 day of August, 2017, before me, Sara Valenzuela personally appeared Brandon England personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument. He/She is (check one):
 personally known to me or ___ produced ___ as identification.

WITNESS my hand and official seal.

[Signature]

Notary Public in and for said County and State



My Commission Expires: _____

SARA E. VALENZUELA
NOTARY PUBLIC STATE OF NEW YORK
NEW YORK COUNTY
LIC. #01VA6317484
COMM. EXP. 01-05-2019

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF HIGHLAND, COUNTY OF LAKE, STATE OF INDIANA AND IS DESCRIBED AS FOLLOWS:

Parcel I:

That part of Lot Numbered One (1) in Highland Town Center, in the Town of Highland, as per plat thereof, recorded in Plat Book 77, page 23, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Southeast corner of said Lot 1; thence North 89 degrees 27 minutes 34 seconds West, along the South line of said Lot 1, a distance of 1148.11 feet; thence North 90 degrees 11 minutes 11 seconds West, along a Westerly line of said Lot 1, a distance of 0.09 feet; thence North 34 degrees 46 minutes 25 seconds West, along a Westerly line of said Lot 1, a distance of 17.72 feet; thence North 01 degrees 55 minutes 20 seconds East, along a Westerly line of said Lot 1, a distance of 248.52 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, a distance of 374.45 feet; thence North 44 degrees 51 minutes 46 seconds East, along a Westerly line of said Lot 1, a distance of 40.57 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, a distance of 60.00 feet; thence North 41 degrees 03 minutes 43 seconds West, along a Westerly line of said Lot 1, a distance of 6.00 feet to the Point of Beginning; thence Continuing along the last described course North 41 degrees 03 minutes 43 seconds West, a distance of 33.55 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, a distance of 125.89 feet; thence North 01 degrees 08 minutes 49 seconds East, along a Westerly line of said Lot 1, a distance of 87.11 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to the East line of said Lot 1, a distance of 270.19 feet, to a point 847.24 feet West of the East line of said Lot 1 (as measured at right angles thereto); thence South 00 degrees 09 minutes 48 seconds East, along a line parallel to said East line of Lot 1, a distance of 218.20 feet; thence South 44 degrees 50 minutes 12 seconds West, a distance of 28.28 feet; thence South 89 degrees 50 minutes 12 seconds West, along a line at right angles to said East line of Lot 1, a distance of 236.24 feet, to the Point of Beginning, in the Town of Highland, Lake County, Indiana. **EXCEPTING THEREFROM THE FOLLOWING:**

A part of Lot 1 in Highland Town Center Subdivision, an addition to the Town of Highland, Indiana, the plat of which is recorded in Plat Book 77, page 23, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Lot; thence North 1 degree 45 minutes 42 seconds East, a distance of 75.749 meters (248.52 feet) along the West line of said Lot; thence North 2 degrees 25 minutes 07 seconds East, a distance of 114.132 meters (374.45 feet) along said West line; thence North 44 degrees 42 minutes 08 seconds East, a distance of 12.366 meters (40.57 feet) along said West line;

thence North 2 degrees 25 minutes 07 seconds East, a distance of 18.288 meters (60.00 feet) along said West line; thence North 41 degrees 13 minutes 21 seconds West, a distance of 1.829 meters (6.00 feet) along said West line to a Southwest corner of the Owner's land and the point of beginning of this description; thence continuing North 41 degrees 13 minutes 21 seconds West, a distance of 10.226 meters (33.55 feet) along said West line; thence North 2 degrees 25 minutes 07 seconds East, a distance of 38.371 meters (125.89 feet) along said West line; thence North 0 degrees 59 minutes 11 seconds East, a distance of 26.551 meters (87.11 feet) along said West line to the Northwest corner of the Owner's land; thence North 89 degrees 40 minutes 34 seconds East, a distance of 5.168 meters (16.96 feet) along the North line of the Owner's land; thence Southerly, a distance of 6.717 meters (22.04 feet) along an arc to the right and having a radius of 3,520.000 meters (11,548.56 feet) and subtended by a long chord having a bearing of South 2 degrees 18 minutes 51 seconds West and a length of 6.717 meters (22.04 feet); thence South 2 degrees 22 minutes 08 seconds West, a distance of 61.453 meters (201.62 feet); thence South 44 degrees 35 minutes 46 seconds East, a distance of 6.293 meters (20.65 feet) to the South line of the Owner's land; thence South 89 degrees 40 minutes 34 seconds West a distance of 2.113 meters (6.93 feet) along said South line to the point of beginning and property of 0.072 hectares (0.079 acres), more or less. As evidenced by an Agreed Finding and Judgment recorded April 14, 2003, as Document No. 2003-037734 and April 16, 2003, as Document No. 2003-038648.

Parcel II - EAS:

All those beneficial non-exclusive easements as contained within the Operation and Easement Agreement made by and between Dayton Hudson Corporation, Opus North Corporation and Calumet National Bank, as trustee under Declaration of Trust dated May 11, 1992 and known as Trust No. P-3894 and recorded September 26, 1994 as Document No. 94066757.

Amended by the First Amended to Operating and Easement Agreement dated March 29, 1995 and recorded April 6, 1995 as Document No. 95019082 made by and between Dayton Hudson Corporation and American Store Properties Inc.

Further amended by the Second Amendment to Operating and Easement Agreement dated June 28, 1995 and recorded July 6, 1995 as Document No. 95037841.

Further amended by the Third Amendment to Operating and Easement Agreement dated June 27, 2001 and recorded September 28, 2001 as Document No. 2001 078311 made by and between Target Corporation (formerly known as Dayton Hudson Corporation) and Acme Markets, Inc., a Delaware corporation (successor by merger to Acme Markets, Inc., a Pennsylvania corporation).

NOTE: The Third Amendment to Operating and Easement Agreement does not affect this property.

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

Exhibit A


