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2017 082705

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2017 DEC -6 AM 9:59  
MICHAEL B. BROWN  
RECORDER

**ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT**

C-III MORTGAGE FUNDING LLC,  
a Delaware limited liability company  
(Assignor)

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**This Document is the property of**  
WILMINGTON TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR THE BENEFIT  
OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE  
TRUST 2017-C40, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES,

SERIES 2017-C40  
(Assignee)

Effective as of October 17, 2017

**STOP**



DOCUMENT PREPARED BY AND, WHEN RECORDED, RETURN TO:  
McCoy & Pirta, P.C.  
100 North Broadway, 26<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

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AMOUNT \$ 251.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 17261  
OVERAGE \_\_\_\_\_  
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## ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

As of the 17th day of October, 2017, C-III MORTGAGE FUNDING LLC, a Delaware limited liability company, having an address at 5221 N. O'Connor Blvd., Suite 600, Irving, TX 75039 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2017-C40, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-C40, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

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MORTGAGE AND SECURITY AGREEMENT made by MJF/HIGHLAND REAL ESTATE HOLDING COMPANY, LLC, an Illinois limited liability company to C-III COMMERCIAL MORTGAGE LLC, a Delaware limited liability company dated as of August 31, 2017 and recorded on September 6, 2017, as Instrument Number 2017-060219 in the Recorder's Office of the Recorder of Lake County, Indiana ("Recorder's Office") (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended) ("Mortgage"), securing payment of note(s) of even date therewith, in the original principal amount of \$3,200,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to Assignor, by assignment instrument(s) dated as of August 31, 2017 and recorded on September 6, 2017, as Instrument Number 2017-060221, in the Recorder's Office.

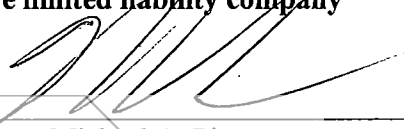
Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 19 day of October, 2017.

**C-III MORTGAGE FUNDING LLC, a  
Delaware limited liability company**

By: 

Name: Michael A. Pierro  
Title: Vice President

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STATE OF NEW YORK §  
                                                          §  
COUNTY OF NEW YORK §

On the 19<sup>th</sup> day of October, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael A. Pierro, as Vice President of C-III MORTGAGE FUNDING LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



WITNESS my hand and official seal.

MARIA ALEJANDRA GONZALEZ  
Notary Public, State of New York  
No. 01GO6317757  
Qualified in Kings County  
My Commission Expires January 12, 2019

  
Name of Notary Public  
My Commission Expires: 1/12/19

Reference No.: 2632.014  
Matter Name: Highland Plaza  
Pool: WFCM 2017-C40

**EXHIBIT A**

(Description of Land)

**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 00 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 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 containing 0.0322 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. 2001078311 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.

