

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 035335

2019 JUN 12 AM 10:28

MICHAEL B. BROWN
RECORDER

BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.,
as assignor

to

BSPT BB LOAN, LLC,
as assignee

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Dated: As of April May 14, 2019
Location: 7925 Indianapolis Blvd.,
Hammond, Indiana 46324
County: Lake

PREPARED BY AND UPON
RECORDATION RETURN TO:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, GA 30363
Attention: Rusty A. Fleming, Esq.

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Dec. 1603172914
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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this “Assignment”), made and entered into as of the 14th day of May, 2019, is made by **BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, having an address at 1345 Avenue of the Americas, Suite 32A, New York, New York 10105 (“Assignor”), in favor of **BSPT BB LOAN, LLC**, a Delaware limited liability company, having an address at 1345 Avenue of the Americas, Suite 32A, New York, New York 10105 (“Assignee”).

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 May 14, 2019, executed by **DPM HAMMOND SHOPPING CENTER, LLC**, a Delaware limited liability company (together with its permitted successors and assigns, collectively, “Borrower”), and made payable to the order of Assignor in the stated principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) (the “Note”) in connection with, inter alia, certain real property and improvements located thereon, 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 Assignment of Leases (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 Assignment of Leases.

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 Assignment of Leases and Rents, dated as of May 14, 2019, made by Borrower, as assignor, for the benefit of Assignor, as assignee, and recorded on May ___, 2019, in the Land Records of Lake County, Indiana, as Document No. _____; encumbering the Premises, together with the notes and bonds secured thereby (the “Assignment of Leases”).

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 Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or

implied, upon Assignor, except as expressly set forth herein. 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 Assignment of Leases 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.

[SIGNATURE PAGE TO FOLLOW]

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

ASSIGNOR:

**BENEFIT STREET PARTNERS REALTY
OPERATING PARTNERSHIP, L.P.,**
a Delaware limited partnership

By: _____
Name: Micah Goodman
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NY §
COUNTY OF NY §
§

I hereby certify that the foregoing instrument was acknowledged and sworn to before me this 24 day of April, 2019, the undersigned, a Notary Public in and for the county and state aforesaid, came Micah Goodman, authorized signatory of Benefit Street Partners Realty Operating Partnership, L.P., a Delaware limited partnership, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited partnership, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability companies.

[S E A L]

My Commission Expires:

Notary Public, State of NY

Printed Name of Notary Public

County of Residence for Notary Public

VICTORIA A. KUHNE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6328486
Qualified in New York County
Commission Expires August 03, 2019

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s Rusty A. Fleming, Esq.

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Lake, State of Indiana, and is described as follows:

PARCEL I

LOT 1 AND OUTLOT A IN GATEWAY PROMENADE FIRST ADDITION TO THE CITY OF HAMMOND, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 2009 AS DOCUMENT 2009-020214, IN LAKE COUNTY, INDIANA.

PARCEL II

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I CREATED BY DEED RECORDED AUGUST 10, 1967 AS DOCUMENT 717141 FOR INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HAMMOND, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF INDIANAPOLIS BLVD. 913.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED MAY 13, 1963 AS MEASURED ALONG SAID EAST LINES SAID EAST LINES HAVING A BEARING OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST AND NORTH 37 DEGREES 21 MINUTES WEST; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE 60 FEET THENCE NORTH 52 DEGREES 38 MINUTES EAST 800 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST 60 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES WEST 800 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL III

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, RECIPROCAL EASEMENTS AND OPERATING AGREEMENT RECORDED MAY 11, 2009 AS DOCUMENT 2009031086.