

Prepared By:

Robbins Kelly Patterson & Tucker
312 Elm Street, Suite 2200
Cincinnati, Ohio 45202
Attn: Zachary D. Prendergast, Esq.

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

KNOW ALL MEN BY THESE PRESENTS:

THAT, NS/CSE FINANCE, LLC, a Delaware limited liability company, with an address of c/o Colony Capital, Inc., 515 S. Flower Street, 44th Floor, Los Angeles, CA 90071 (hereinafter referred to as "Assignor"), for valuable consideration received, does by these presents, grant, bargain, sell, assign, transfer, and set over to CAPITALSOURCE REAL ESTATE LOAN TRUST 2006-A, a Delaware statutory trust, with an address of c/o Colony Capital, Inc., 515 S. Flower Street, 44th Floor, Los Angeles, CA 90071, his successors and assigns (hereinafter referred to as "Assignee"), without recourse, all right, title and beneficial interest in and to:

1. That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by WC-Hobart LLC, dated September 23, 2011, and recorded on October 14, 2011, as Instrument No. 2011-057047, of Official Records, Lake County, Indiana (the "Security Instrument") and covering the premises described in Exhibit A;
2. The note(s) and/or other agreements evidencing the indebtedness and/or the obligation(s) secured under the Security Instrument; and
3. Any and all other documents and instruments evidencing, securing and/or relating to the indebtedness and/or obligations secured by the Security Instrument.

Provided that with respect to all of the property conveyed by this Assignment, Assignor shall not be deemed to have released or assigned any counterclaim or cross-claim rights or defenses against any of the assignors in the Security Instrument or, with respect to the foregoing, against any of such assignor's heirs, executors, personal and legal representatives, successors or assigns, in the event any action is at any time pursued against Assignor by any of the assignors under the Security Instrument or any of such assignor's heirs, executors, personal or legal representatives, successors, or assigns, except if and to the extent that such counterclaim or cross claim rights or defense is assignable and is reasonably required for Assignee's enforcement of Assignee's rights with respect to the Security Instrument and/or the indebtedness and/or the obligation(s) secured by the Security Instrument and/or any other documents and/or instruments evidencing, securing and/or relating to the indebtedness and/or obligations secured by the Security Instrument and/or are reasonably required in connection with the defense of Assignee against claims related thereto, whether by any third parties or any Mortgage, guarantor or surety.

TO HAVE AND TO HOLD THE SAME UNTO SAID ASSIGNEE, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY SELLER AND THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BY ANY PERSON.

EXHIBIT A

(Legal Description)

PARCEL 1: Part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point 40 feet South and 30 feet West of the Northeast corner of said 1/4 Section; thence South parallel to the East line thereof, 135 feet; thence West, parallel to the North line thereof, 70 feet; thence South, parallel to the East line thereof, 125 feet; thence East, parallel to the North line thereof, 70 feet; thence South, parallel to the East line thereof, 185 feet; thence West, parallel to the North line thereof, 525 feet; thence North, parallel to the East line thereof, 125 feet; thence East, parallel to the North line thereof, 15 feet; thence North, parallel to the East line thereof, 185 feet; thence East parallel to the North line thereof, 126 feet; thence North, parallel to the East line thereof, 135 feet to the South line of 37th Avenue; thence East, along said South line 384 feet to the point of beginning.

PARCEL 2: Lots 9, 10 and 11 in Resubdivision of Parts of Indiana Ridge Subdivision, in the City of Hobart, as per plat of said Resubdivision, recorded in Plat Book 31 page 38, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder