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OCT 08 2015 16:00 P 6

Fee amount: 40.00  
FB: 43-03460  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/08/2015 16:00:36.00



2015085724

**After recording return to:**

Akin Gump Strauss Hauer & Feld LLP  
1700 Pacific, Suite 4100  
Dallas, TX 75201  
Attention: Stuart Graves

**DEED OF TRUST ASSIGNMENT  
AND LOAN DOCUMENT ASSIGNMENT**

This DEED OF TRUST ASSIGNMENT AND LOAN DOCUMENT ASSIGNMENT (this "**Assignment**") is dated to be effective as of September 25, 2015 (the "**Effective Date**") from **Bank of America, N.A.**, a national banking association, having an address of 214 North Tryon Street, Charlotte, NC 28255 ("**Assignor**"), to **CDCF III MF4 Funding, LLC**, a Delaware limited liability company, having an address of c/o Colony Capital, Inc., 515 S. Flower St. 44th Floor, Los Angeles, CA 90071 (together with its successors and assigns, "**Assignee**").

This Assignment is being executed and delivered pursuant to that certain Asset Purchase Agreement dated as of September 24, 2015 by and among Assignor, LSMFI, LLC, a Delaware limited liability company, Colony Capital Acquisitions, LLC, a Delaware limited liability company, and MF4 REO SC-Multifamily, LLC (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby,

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through its duly appointed and authorized officers or representatives, sell, transfer, assign, deliver, set over and convey to Assignee the following:

1. That certain Multifamily Note dated August 31, 2006 executed by Crotech, LLLP, a Colorado Limited Liability Limited Partnership ("**Borrower**"), in favor of LaSalle Bank National Association ("**Original Lender**") evidencing a loan (the "**Loan**") in the original principal amount of \$980,000 (as the same has been amended, supplemented, amended and restated or otherwise modified from time to time, the "**Note**");

2. That certain Multifamily Deed of Trust Assignment of Rents and Security Agreement and Fixture Filing dated as of 8/--/2006, executed by Crotech, LLLP, a Colorado Limited Liability Limited Partnership, as mortgagor, for the benefit of LaSalle Bank National Association, and recorded in Document No. 2006101297 of the Official Records of Douglas County, State of NE, covering that certain real property more particularly described on Exhibit A attached hereto and incorporated herein, which Deed of Trust was assigned to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of LaSalle Commercial Mortgage Securities Trust 2006-MF4, Commercial Mortgage Pass-Through Certificates, Series 2006-MF4, which has also been referred to as Wells Fargo Bank, N.A., as Trustee for the Registered Holders of LaSalle Commercial Mortgage Securities, Inc. 2006-MF4, Commercial Mortgage Pass-Through Certificates, Series 2006-MF4 pursuant to that certain instrument recorded in Document No. 2007015275 of the Official Records of Douglas County, State of NE, and which Deed of Trust was assigned to Assignor pursuant to that certain instrument dated as of 9/4/2015 and recorded in Document No. 2015077627 of the Official Records of Douglas County, State of NE (as the same has been amended, supplemented, amended and restated, or otherwise modified from time to time, the "**Deed of Trust**"); and

3. All other documents and instruments evidencing, securing or otherwise related to the Loan, but excluding the Excluded Documents (together with the Note and the Deed of Trust and as the same have been amended, supplemented, amended and restated, or otherwise modified from time to time, the "**Loan Documents**").

TO HAVE AND TO HOLD unto Assignee, forever, the Loan Documents, together with all and singular the rights, titles, interests, privileges, liens, entitlements, claims, demands, and equities as to which the Assignor hereunder possesses or to which the Assignor is otherwise entitled in connection therewith, except with respect to Assignor's continuing rights under any environmental indemnity agreement.

Assignee hereby assumes all obligations of Assignor under all of the Loan Documents, including, without limitation the Note and the Deed of Trust, accruing from and after the date hereof (other than the Excluded Liabilities).

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long as any representation or warranty specifically set forth in the Purchase Agreement survives the Closing Date. The Loan Documents are being assigned by Assignor and

assumed by Assignee "AS-IS", "WHERE IS", and "WITH ALL FAULTS". Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in the Purchase Agreement.

[The remainder of this page intentionally left blank. Signature page follows.]

**SIGNATURE PAGE TO**  
**DEED OF TRUST ASSIGNMENT**  
**AND LOAN DOCUMENT ASSIGNMENT**

IN WITNESS WHEREOF, this Deed of Trust Assignment and Loan Document Assignment has been executed on the date of the acknowledgement below to be effective as of the Effective Date.

**Assignor:**

**BANK OF AMERICA, N.A.,**  
a national banking association

By: \_\_\_\_\_

Steven L. Wasser,  
Managing Director

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

This instrument was acknowledged before me on September 24, 2015, by Steven L. Wasser, Managing Director of Bank of America, N.A., a national banking association, on behalf of said national banking association.

[ SEAL ]



\_\_\_\_\_  
*Paulette Gerhart*

Notary Public in and for the State of Texas  
Printed Name of Notary: Paulette Gerhart  
My Commission Expires: January 2, 2016

**EXHIBIT A**

**Legal Description**

[See Attached]

Exhibit "A"

Legal Description:

PARCEL A: THE NORTH ½ OF LOT 3, BLOCK 3, BENSONVALE ACRES, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

PARCEL B: ONE HALF OF VACANT GRAND AVENUE ADJOINING LOTS 1 AND 8 AND ALL OF LOTS 1, 2, 7 AND 8, BLOCK 3, BENSONVALE ACRES, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

PARCEL C: LOT 6, BLOCK 3, BENSONVALE ACRES, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

Property Address: 4722-4730 N. 61st & 4715 N. 62nd Street, Omaha, NE 68104

P.I.# 3679-0004-06; 3684-0002-06; 3682-0000-06