



ASS 2015002202



JAN 12 2015 09:43 P 6

ME

ASS

FEE 40.00 FB 00-19225

BKP _____ C/O _____ COMP PW

DEL _____ SCAN _____ PV _____

F 1

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/12/2015 09:43:27.84

2015002202

Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

STATE: Nebraska
 COUNTY: Douglas

GRANTOR: Bank of America, N.A., a national banking association
 700 Louisiana, 7th Floor, Houston, TX 77002

GRANTEE: SunTrust Bank, as Administrative Agent
 303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308

Document Date: November 19th, 2014

Recording Reference: Document 2013021465 on 3/5/2013

Legal Description: See Attached Exhibit A

Prepared by:
 LATHAM & WATKINS LLP
 355 South Grand Avenue
 Los Angeles, CA 90071-1560

Return after recording to:
 Fidelity National Title Group
 7130 Glen Forest Drive #300
 Richmond, Virginia 23226

MCC

CH1613547373

NE-Douglas—BB121058-(15097545)(291)

RECORDING ORDER

1 2 3 4 5

E

**ASSIGNMENT OF Deed of Trust, Assignment of Leases and Rents, Security Agreement
and Fixture Filing**

KNOW THAT **Bank of America, N.A., a national banking association** in its capacity as administrative agent under the Credit Agreement (as defined below) and having an address at 700 Louisiana, 7th Floor, Houston, TX 77002 (“**Assignor**”), in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns, transfers and conveys as of the date set forth below to **SUNTRUST BANK**, in its capacity as Administrative Agent under and as said term is defined in the Amended and Restated Credit Agreement (as defined below), having an address at 303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308 (“**Assignee**”), that certain Mortgage, Deed of Trust, or Deed to Secure Debt listed and set forth on **Exhibit A** attached hereto (the “**Assigned Lien Document**”) and all of Assignor’s liens, security interests, collateral assignments, and other rights, titles and interests thereunder covering the interest described in the Assigned Lien Document and affecting that certain real property described in **Exhibit B** attached hereto and made a part hereof. This assignment is made in furtherance of and in further evidence of the Master Assignment of Notes, Liens, Security Instruments and Other Rights (“**Master Assignment**”), executed by and among Assignor, Assignee and the borrowers and lenders party thereto and dated as of the date hereof, and is subject to the terms and conditions thereof. For purposes of this assignment, (i) the term “Credit Agreement” shall mean that certain Credit Agreement, dated as of June 21, 2012, by and among Landmark Dividend Growth Fund - D LLC, a Delaware limited liability company, as administrative borrower, the Direct Subsidiaries (as defined in the Credit Agreement) in existence on the date thereof and each other person executing a Joinder (as defined in the Credit Agreement) thereto as a borrower, as borrowers, Assignor and the lenders from time to time party thereto and (ii) the term “Amended and Restated Credit Agreement” shall mean that certain Amended and Restated Credit Agreement, dated on or about the date hereof, by and among Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, as borrower, Landmark Infrastructure Partners LP, a Delaware limited partnership, Assignee and the lenders party thereto from time to time.

Except as expressly provided in the Master Assignment, the foregoing grant, bargain, sale, assignment, transfer and conveyance is made **AS IS and WITHOUT RECOURSE and WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR.**

TO HAVE AND TO HOLD the same unto Assignee, and to the successors, legal representatives and assigns of Assignee, forever. This assignment shall inure to the benefit of, and be binding upon Assignor and Assignee, and their respective successors and assigns.

This assignment is dated effective as of November 19th, 2014.

[SIGNATURE PAGE FOLLOWS]

Executed as of the date immediately below written.

ASSIGNOR:

Bank of America, N.A., a national banking association

BY: 

Name: Adam Rose

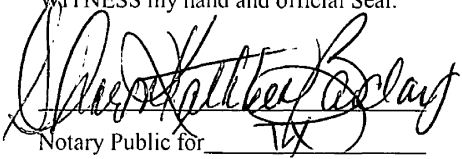
Title: Senior Vice President

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On November 14 2014, before me Sharon Kathleen Barclay
a Notary Public, personally appeared Adam Rose, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.


Notary Public for TX

My Commission Expires Aug 2, 2016

[NOTARIAL SEAL]



EXHIBIT A

ASSIGNED LIEN DOCUMENT

NE-Douglas—BB121058-(15097545)(291)

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

Grantor: LD Acquisition Company 9 LLC, a Delaware limited liability company
Lender: Bank of America, N.A., a national banking association
Recorded: 3/5/2013
Recorded In: Document 2013021465

EXHIBIT B**Legal Description**

NE-Douglas—BB121058-(15097545)(291)

State: NE COUNTY: Douglas

An interest in land, said interest being over a portion of the following described parent parcel:

Parcel 1:

A tract of land situated in the County of Douglas, State of Nebraska and being described as Outlot A, of the Plat of Kami's Crossing, and recorded November 13, 2007 in Instrument No. 2007126781 in the Douglas County Records office.

AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska General Partnership by Warranty Deed dated August 3, 1999 and recorded September 7, 1999 in Deed Book 2132, Page 130; AND BEING FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996.

Tax Parcel No. 1428135004

Parcel 2:

A tract of land situated in the County of Douglas, State of Nebraska an being described as Lot 1 of the Plat of Alex Henery Corner, recorded September 13, 2010 in Instrument No. 2010082654 in Douglas County Records office.

AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska general partnership by Warranty Deed dated August 03, 1999 and recorded September 07, 1999 in Deed Book 2132, Page 130; AND FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996; AND FURTHER CONVEYED a portion of to Michael L. Henery from Monty W. Fredrickson, P.E., Director-State Engineer in the name of the State of Nebraska by Quitclaim Deed dated June 17, 2010 and recorded June 30, 2010 in Instrument No. 2010057708.

Tax Parcel No. 1172-0010-05