

PREPARED BY AND
RECORDING REQUESTED BY
AND V

Kayla McCannon
Principal Commercial Funding, LLC
801 Grand Avenue
Des Moines, Iowa 50392
Loan No. 753393

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, (this "**Assignment**"), dated as of the 14th day of October, 2003, by Principal Commercial Funding, LLC, a Delaware limited liability company, having an address at 711 High Street, Des Moines, Iowa 50392 ("**Assignor**"), in favor of LaSalle Bank National Association, as trustee for the Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2003-Top 12 ("**Assignee**"), located at 135 South LaSalle Street, Suite 1626, Chicago, IL 60674.

WITNESSETH:

WHEREAS, Assignor is the holder of that certain Mortgage and Security Agreement dated December 31, 2002, executed by Borrower in favor of Assignor and recorded on January 2, 2003 as Instrument No. 20030102000000370 in Shelby County, ALABAMA (as same may be amended, modified, renewed, added to and changed from time to time, the "**Mortgage**") secured by real property described and set forth in **Exhibit A** annexed hereto and made a part hereof;

WHEREAS, Assignor is also the owner and holder of that certain Assignment of Leases and Rents dated December 31, 2002, executed by Borrower in favor of Assignor and recorded on January 2, 2003 as Instrument No. 20030102000000380 in Shelby County, ALABAMA (as the same may be amended, modified, renewed, added to and changed from time to time (the "**ALR**");

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by Wells Exchange – Meadow Brook Park, Birmingham, LLC ("**Borrower**") in favor of Assignor on December 31, 2002, in the amount of \$13,900,000.00 (the "**Pledged Note**");

WHEREAS, Assignor desired to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note, and the moneys due and to grow due thereon with the interest, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

(SIGNATURE PAGE FOLLOWS)

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

PRINCIPAL COMMERCIAL FUNDING, LLC a
Delaware limited liability company

Witnessed by:

Name:

Kayla McCannon
Kayla McCannon

By:

Name:

Title:

Patricia A. Bailey
Patricia A. Bailey
Chief Financial Officer/Director of Finance
Principal Commercial Funding

Witnessed by:

Name:

Tami Otto
Tami Otto

By:

Name:

Title:

William F. May
William F. May
Vice President
Principal Commercial Funding

STATE OF IOWA)

) ss:

COUNTY OF POLK)

On this 14th day of October, 2003, before me, Catherine A. Bubon personally appeared Patricia A. Bailey, and William F. May each personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged they reside in Polk County, Iowa; and have executed the same in their authorized capacity as Chief Financial Officer and Vice President, respectively, of PRINCIPAL COMMERCIAL FUNDING, LLC, a Delaware limited liability company, and that by their signatures on the instrument the entity upon behalf of which these persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Catherine A. Bubon

(This area for official notarial seal)



SCHEDULE A – LEGAL DESCRIPTION

Parcel 1

Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeasterly corner of Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8 as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama and run North 90 deg. 00 min. West (assumed) a distance of 603.04 feet to the Southwesterly corner of Lot 11-G; thence North 0 deg. 00 min. East a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive; thence North 64 deg. 16 min. 06 sec. East along the Southeasterly right of way line of Resource Drive a distance of 223.21 feet to the P. C. (point of curve) of a curve to the left having a radius of 460.00 feet, a central angle of 28 deg. 27 min. 36 sec. and a chord bearing of North 50 deg. 02 min. 18 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 228.49 feet to the P. R. C. (point of reverse curve) of a curve to the right having a radius of 25.00 feet, a central angle of 79 deg. 47 min. 55 sec. and a chord bearing of North 75 deg. 42 min. 28 sec. East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 34.82 feet to a point on the Southwesterly right of way line of Corporate Drive, said point being the P. R. C. (point of reverse curve) of a curve to the left having a radius of 362.21 feet, a central angle of 10 deg. 38 min. 30 sec. and a chord bearing of South 69 deg. 42 min. 50 sec. East; thence along the arc of said curve and the Southwesterly right of way line of Corporate Drive a distance of 67.27 feet to the P. T. (point of tangent) of said curve; thence South 75 deg. 02 min. 05 sec. East tangent to said curve along the Southwesterly right of way line of Corporate Drive a distance of 52.34 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 97.46 feet to a point; thence South 15 deg. 00 min. 40 sec. West a distance of 43.23 feet to a point; thence South 0 deg. 25 min. 10 sec. East a distance of 460.67 feet to a point; thence South 22 deg. 45 min. 40 sec. East a distance of 235.47 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 2

Lot 11-F, according to the Meadow Brook Corporate Park South, Phase II, Resurvey No. 4, as recorded in Map Book 24, Page 42 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with, as to each parcel, rights and easements existing under and by virtue of the Declaration, as follows:

Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park, (the "Declaration") as set out in Real 64 page 91, along with 1st Amendment recorded in Real 95 page 826, 2nd Amendment recorded in Real 141 page 784, 3rd Amendment recorded in Real 177 page 244, 4th Amendment recorded in Real 243 page 453, 5th Amendment recorded in Real 245 page 89, 6th Amendment recorded as Inst. #1992-23529, 7th Amendment recorded as Inst. 1995-03028, 8th Amendment recorded as Inst. #1995-04188, 9th Amendment recorded as Inst. #1996-5491, 10th Amendment recorded as Inst. #1996-32318, 11th Amendment recorded as Inst. #1997-30077, 12th Amendment recorded as Inst. #1997-37856, 13th Amendment recorded as Inst. #1998-5588, 14th Amendment recorded as Inst. #1998-41655, 15th Amendment recorded as Inst. #1998-46243, 16th Amendment recorded as Inst. #1999-2935 and, 17th Amendment, recorded as Inst. #2002-1217, in Probate Office.