


20111102000328480 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/02/2011 12:17:04 PM FILED/CERT

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P.
(Assignor)

to

**Citibank, N.A., as trustee for the registered holders of CFCRE Commercial Mortgage
Trust 2011-C1 Commercial Mortgage Pass-Through Certificates, Series 2011-C1 CCRE**
(Assignee)

**ASSIGNMENT AND ASSUMPTION OF INTEREST
UNDER ASSIGNMENT OF LEASES AND RENTS**

Dated: As of April 28, 2011

Location: 2801 Riverview Road
Birmingham, Alabama 35242

County: Shelby

PREPARED BY AND UPON
RECORDATION RETURN TO:

Alston & Bird LLP
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Attn: Nachael L. Bright
265598

ASSIGNMENT AND ASSUMPTION OF INTEREST
UNDER ASSIGNMENT OF LEASES AND RENTS

FOR VALUE RECEIVED, CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership ("*Assignor*"), assigns, conveys, grants, sets over and transfers to Citibank, N.A., as trustee for the registered holders of CFCRE Commercial Mortgage Trust 2011-C1 Commercial Mortgage Pass-Through Certificates, Series 2011-C1 ("*Assignee*"), all of Assignor's right, title and interest, if any, in and to that certain Assignment of Leases and Rents made by 2801 Riverview, LLC, a Georgia limited liability company ("*Borrower*") in favor of Assignor, dated as of February 23, 2011 and recorded on February 25, 2011 in the Shelby County, Alabama Recorder's Office as Instrument No. 20110225000065260 (the "*Assignment of Leases*");

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that, except as otherwise expressly set forth herein, this Assignment of Assignment of Leases and Rents (this "**Assignment**") is made by Assignor and assumed and accepted by Assignee without any guarantee, representation or warranty of any kind on the part of Assignor and without recourse to Assignor in any event or for any cause, and Assignee hereby releases Assignor from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by Assignee arising from or in connection with this Assignment.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 28th day
of April, 2011.

**CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P., a Delaware limited partnership**

By: [Signature]
Name: Robert Barnes
Title: Managing Director

ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 20th day of April, in the year 2011, before me, the undersigned, personally
appeared Robert Barnes, MD, personally known to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her capacity, and that by his/her
signature on the instrument, the individual, or the person upon behalf of which the individual
acted, executed the instrument, and that said individual made such appearance before the
undersigned in the County of Fulton, State of Georgia.

[Signature]
Notary Public in and for
the State of Georgia

My commission expires: