

PREPARED BY AND UPON
RECORDATION RETURN TO:

990-090C
ATTN: SHANTERRY WARREN
CHOICEPOINT BUS. & GOV. SVCS.
2885 BRECKINRIDGE BLVD, STE 200
DULUTH, GA 30096

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is executed as of the 18th day of March 2004, by **JPMORGAN CHASE BANK**, a New York banking corporation, having an address at 270 Park Avenue, New York, New York 10017 (the "Assignor"), to **WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P.MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-C1**, (the "Assignee"), having an office at 751 Kasota Avenue, Suite MDC, Minneapolis, Minnesota 55414.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse, except as set forth in that certain related Mortgage Loan Purchase Agreement all of Assignor's interest under that certain **Mortgage and Security Agreement** (the "Mortgage") and **Assignment of Leases and Rents** (the "Assignment of Leases") described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF;


covering the real property more particularly described on EXHIBIT "A" attached hereto, and all right, title and interest of Assignor therein and thereto;

TOGETHER WITH the note or notes described or referred to in said Mortgage and Assignment of Leases, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage and Assignment of Leases, and all other instruments, documents, certificates and letters executed in connection therewith.


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

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of February 25, 2004.

Witness:



Name: Phyllis Lee Beard

Witness:


Name: Christine S. Morrison

ASSIGNOR:

JPMORGAN CHASE BANK, a New York banking corporation


By: 
Name: Michael J. Brunner
Title: Authorized Signatory

STATE OF GEORGIA)
)
COUNTY OF DEKALB)

On the 18th day of March, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael J. Brunner, 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 to me that he executed the same in his authorized capacity as Authorized Signatory of JPMorgan Chase Bank, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 7/14/06

Signature: 
Notary Public



AMO File No.: 721.054
ASN.: 2688

SCHEDULE A

Mortgage and Security Agreement made by **RBP, L.L.C., an Alabama limited liability company**, in favor of **JPMORGAN CHASE BANK, a New York banking corporation**, dated as of November 24, 2003, recorded on November 24, 2003, Instrument No. 20031124000770800, Page 1/57, with the Shelby County Judge of Probate, State of Alabama;

Assignment of Leases and Rents made by **RBP, L.L.C., an Alabama limited liability company**, in favor of **JPMORGAN CHASE BANK, a New York banking corporation**, dated as of November 24, 2003, recorded on November 24, 2003, Instrument No. 20031124000770810, Page 1/15, with the Shelby County Judge of Probate, State of Alabama.

Exhibit A

Legal Description

PARCEL I:

Lot 2, according to the Survey of Wren Park Subdivision, as recorded in Map Book 22, Page 131, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

TOGETHER WITH AN EASEMENT for the use, maintenance, repair and replacement of storm and surface water drainage over and across the following property as recorded in Map Book 22, Page 131, described as follows:

Part of the NE 1/4 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said Section; thence West along the North line of said Section, 1,245.86 feet; thence 90 degrees, 00 minutes, 00 seconds left, 431.26 feet; thence 111 degrees, 16 minutes, 33 seconds right, 127.85 feet to the beginning of a 50 foot easement lying South of and adjacent to the following described line; thence from last stated course, 27 degrees, 54 minutes, 00 seconds left, 354.41 feet to the end of said 50 foot easement and the beginning of a 25 foot easement, lying South of and adjacent to said line; thence continue along last stated course, 100.00 feet; thence 20 degrees, 43 minutes, 00 seconds right, 482.29 feet; thence 25 degrees, 31 minutes, 00 seconds left, 494.05 feet; thence 19 degrees, 30 minutes, 00 seconds left, 150 feet to the end of said easement, said property being Part of Lot 1, Riverchase Gardens, First Sector, as recorded in Map Book 8, Page 153, in the Probate Office of Shelby County, Alabama, and a Part of Lots 1 and 2, Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.