



**ASSIGNMENT OF MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Assignment**"), made as of the 5 day of January, 2005, by **Archon Financial, L.P.**, a Delaware limited partnership having an address at 600 East Las Colinas Boulevard, Suite 450, Irving, Texas 75039 ("**Assignor**") to See Exhibit C, a Exhibit C, having an address at Exhibit C ("**Assignee**");

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 has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee:

All right, title and interest of Assignor to the mortgages described on the Schedule of Mortgages attached hereto as Exhibit B (collectively, the "**Mortgage**");

TOGETHER WITH the note or notes described or referred to in said Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage 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.

Said Mortgage encumbers, among other things, all of those certain lots, pieces or parcels of land described in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements erected thereon.

This Assignment is executed without recourse to Assignor and without representation, covenant or warranty of any kind whatsoever.

60L04662
208-0626-000

**Remainder of page intentionally blank
Signature page(s) follow**

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first written above.

ARCHON FINANCIAL, L.P.,
a Delaware limited partnership

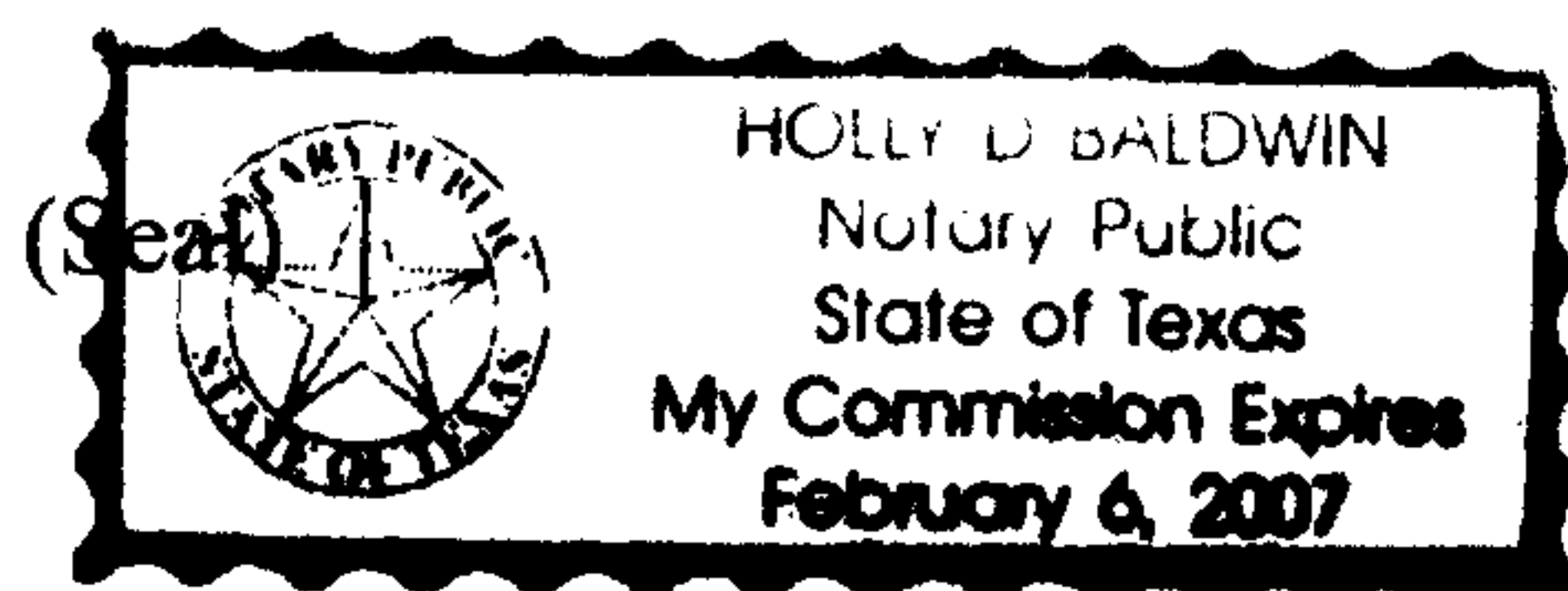
By: ARCHON FINANCIAL, LLC,
a Delaware limited liability company,
its General Partner

By: Joseph M. Osborne
Name: Joseph M. Osborne
Title: General Counsel
Chief Operating Officer

STATE OF Texas

COUNTY OF Dallas

On the 05 day of January, in the year of 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph M. Osborne, personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Holly D. Baldwin
NOTARY PUBLIC
My Commission Expires:

Exhibit A
Legal Description

PARCEL I:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section for a distance of 929.67 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 263.72 feet; thence turn an angle to the left of $91^{\circ} 03' 38''$ and leaving said West line run in an Easterly direction for a distance of 672.11 feet; thence turn an angle to the left of $91^{\circ} 13' 01''$ and run in a Northerly direction for a distance of 263.72 feet; thence turn an angle to the left of $91^{\circ} 12' 58''$ and run in a Westerly direction for a distance of 672.83 feet to the point of beginning of the herein described parcel of land.

Parcel II:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section for a distance of 1193.39 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 792.26 feet; thence turn angle to the left of $90^{\circ} 57' 37''$ and leaving said West line run in an Easterly direction for a distance of 669.92 feet; thence turn an angle to the left of $88^{\circ} 53' 00''$ and run in a Northerly direction for a distance of 793.47 feet; thence turn an angle to the left of $91^{\circ} 13' 01''$ and run in a Westerly direction for a distance of 672.11 feet to the point of beginning of the herein described parcel of land.

PARCEL III:

Commence at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama: Thence run South along the West line of said quarter-quarter section and the West line of the Northeast quarter of the Southeast quarter of said Section 5 for a distance of 1985.64 feet to the point of beginning. From said point of beginning, continue South along the last described course for a distance of 663.99 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 5; thence turn an angle to the left of $91^{\circ} 02' 37''$ and leaving said West line run in an Easterly direction for a distance of 668.13 feet; thence turn an angle to the left of $88^{\circ} 47' 59''$ and run in a Northerly direction for a distance of 663.05 feet; thence turn an angle to the left of $91^{\circ} 07' 00''$ and run in a Westerly direction for a distance of 669.92 feet to the point of beginning of the herein described parcel of land.

PARCEL IV:

Non-Exclusive easement for the benefit of Parcels I, II, & III for the purpose of slope, drainage and access, as created by those certain easement agreements recorded in Shelby Instrument Number 1996-17259 and Shelby Instrument Number 1996-17260, over, under and across the property described therein.

Exhibit B

1. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of April 16, 2004 from Grey Shoal, L.L.C. ("Borrower") to Archon Financial, L.P. ("Lender") and recorded April 19, 2004 as Document# 20040419000200470 of the Shelby County Land Records in the State of Alabama.

EXHIBIT C

ASSIGNEE

LASALLE BANK N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF
GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2004-GG2, WHOSE OFFICE IS
LOCATED AT 135 SOUTH LASALLE STREET, SUITE 1625, CHICAGO, ILLINOIS
60603