

Assignment of Mortgage and Security Agreement and Other Documents

from

Richter-Schroeder Company, Inc.

November 15, 2005

This instrument prepared by and
after recordation should be returned to:

Charles H. McMullen, Esq.
Quarles & Brady, LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 277-5000

Assignment of Mortgage and Security Agreement and Other Documents

This **Assignment** (the "Assignment") is made as of this 15th day of November, 2005 by **Richter-Schroeder Company, Inc.**, a Wisconsin corporation, having its principal office at 1110 North Old World Third Street, Suite 320, Milwaukee, Wisconsin 53203 ("Assignor") to M&I Marshall & Ilsley Bank, having its principal office at 770 North Water Street, Milwaukee, Wisconsin 53202 ("Assignee").

mtg
Inst # 20051116000598430

Witnesseth

Whereas, Continental 120 Fund, LLC, a Wisconsin limited liability company ("Debtor"), has heretofore executed in favor of Assignor a Promissory Note (sometimes referred to herein as the "Note") in the principal amount of \$21,600,000.00 a Mortgage and Security Agreement and Fixture Financing Statement (sometimes referred to herein as the "Mortgage"), a Construction Loan Agreement (the "Construction Loan Agreement"), an Assignment of Rents, Leases and Profits (sometimes referred to herein as the "Assignment of Rents"), and other security documents evidencing and securing such indebtedness and loan (the "Loan"), all relating to certain real estate located in Shelby County, Alabama and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, Assignee has agreed to purchase all right, title and interest of Assignor in the Note, Mortgage, Construction Loan Agreement, Assignment of Rents, and other security documents;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and sets over to Assignee its successors and assigns, all of its right, title and interest in and to the following:

1. Promissory Note dated this 15th day of November, 2005 in the original principal amount of \$21,600,000.00, from Debtor to Assignor;
2. Mortgage and Security Agreement dated November 15th, 2005 from Debtor to Assignor securing the Note and previously recorded with respect to the Property;
3. Construction Loan Agreement dated November 15th, 2005 from Debtor to Assignor;
4. Assignment of Rents dated November 15th, 2005 from Debtor to Assignor and previously recorded with respect to the Property; and
5. Such other and further loan documents, security documents, applications, commitments, opinions and supporting documents relating to or given in connection with the above-referenced Loan from Assignor to Debtor.

In Witness Whereof, Assignor has caused this Assignment of Mortgage and Security Agreement and Other Documents to be executed as of the day and year first above written.

ASSIGNOR:

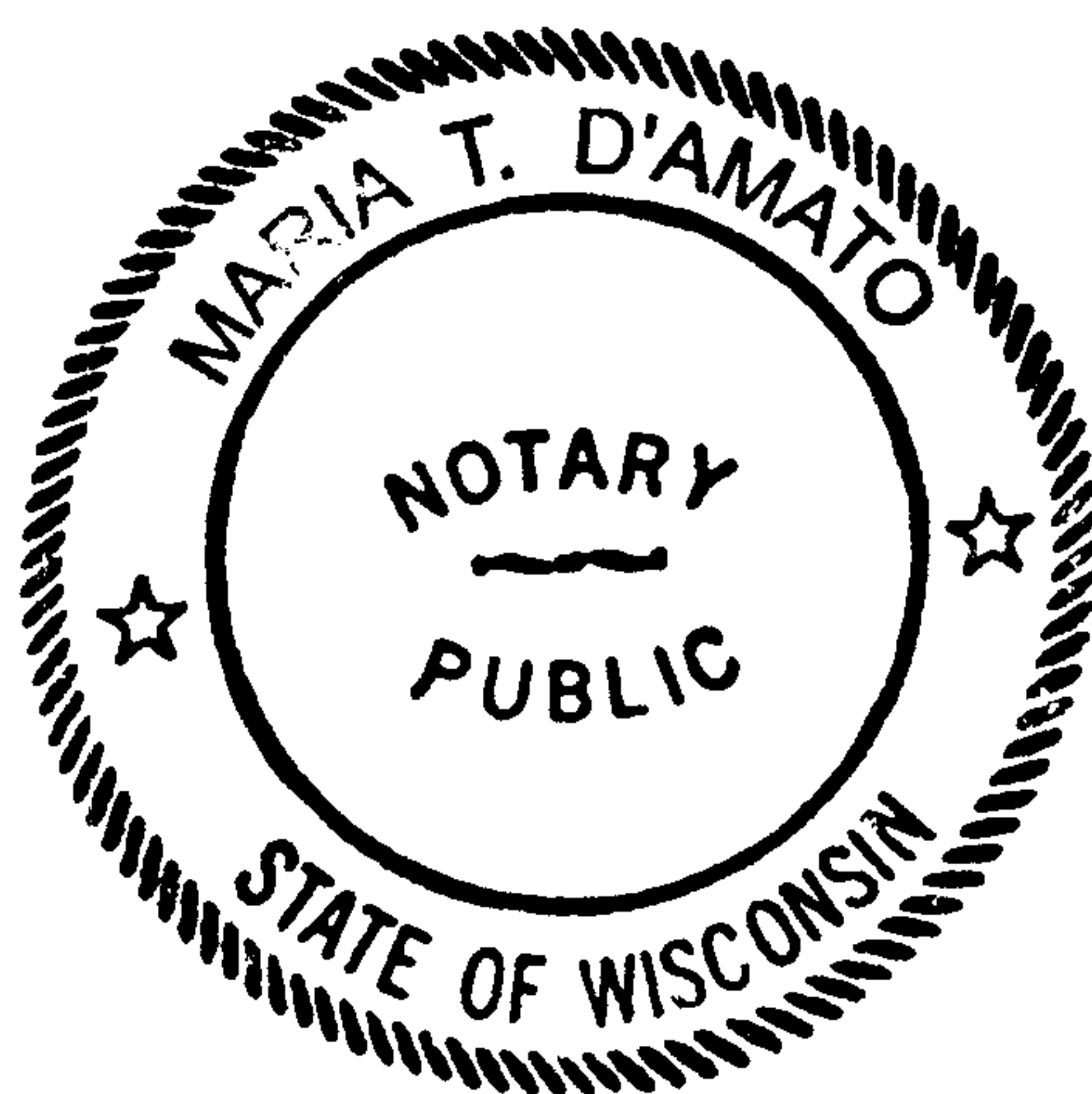
RICHTER-SCHROEDER COMPANY, INC.
a Wisconsin corporation

By: Margaret J. Jagers
Its: Vice President

STATE OF MILWAUKEE)
) ss.
COUNTY OF MILWAUKEE)

On this 11th day of November, 2005, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Margaret Jagers, to me personally known, who being by me duly sworn, did say that (s)he is a Vice President of **Richter-Schroeder Company, Inc.**, a Wisconsin corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in Milwaukee, Wisconsin, the day and year last above written.



Maria T. D'Amato
Notary Public in and for Said County and State
My Comm. Expires 7/19/2009
My Commission: _____