



20061106000543870 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
11/06/2006 12:51:40PM FILED/CERT

GCCF6GG7/335-0804-000

Recording Requested By:

Rosa M. Soto

LaSalle Bank, N.A.

2571 Busse Road, Suite 300

Elk Grove Village, IL 60007

Record and Return To:

Marissa Janolo

UCC Direct Services

330 N. Brand Blvd., #700

Glendale, CA 91203

9573264

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SPACE ABOVE FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN  
DOCUMENTS

**County: Shelby**

**State: Alabama**

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

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.

**(assignor)**

**To**

LASALLE BANK NATIONAL ASSOCIATION

**(assignee)**

**Dated: May 20, 2005**



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RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

Rosa M. Soto  
LaSalle Bank N.A.  
2571 Busse Rd. Suite 300  
Elk Grove Village, IL 60007  
G00F0G07/335-0804-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF MORTGAGE  
AND OTHER LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND OTHER LOAN DOCUMENTS (this "**Assignment**") is made and entered into as of May 20, 2005, by and between GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a Delaware corporation having an office at 600 Steamboat Road, Greenwich, CT 06830 ("**Assignor**"), and the person or entity described on Exhibit B attached hereto ("**Assignee**").

A. Pursuant to the terms of that certain Promissory Note executed by FAIRWAY – SOUTHLAKE, LLC, an Alabama limited liability company ("**Borrower**"), in favor of Assignor, dated as of May 20, 2005 (the "**Note**"), Assignor made a loan to Borrower in the original principal amount of \$5,000,000 (the "**Loan**"). The Note is secured by, among other things, (i) that certain Mortgage, Assignment of Rents and Security Agreement, dated as of May 20, 2005, executed by Borrower in favor of Assignor, and recorded on May 25, 2005, in the Office of the County Recorder of Shelby County, Alabama, as Document No. X (the "**Mortgage**"); and (ii) that certain Assignment of Leases and Rents, dated as of May 20, 2005, executed by Borrower in favor of Assignor, and recorded on May 25, 2005 in the Office of the County Recorder of Shelby County, Alabama, as Document No. X X (the "**Assignment of Leases**"). The Mortgage and Assignment of Leases encumber that certain real property located in the County of Shelby, State of Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

\* INSTR. # 20050525000255710 \* \* INSTR. # 20050525000255720

B. The Note, the Mortgage, the Assignment of Leases and the other documents described in the Mortgage as "Loan Documents," as well as all modifications and amendments thereto, are collectively referred to herein as "**Loan Documents**".

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Loan Documents, and Assignee hereby accepts such assignment. Assignor hereby delegates to Assignee all of Assignor's obligations



under the Loan Documents arising or accruing on or after the date hereof, and Assignee hereby assumes such obligations to the extent arising or accruing on or after the date hereof. The above assignment is made without recourse, representation or warranty.

2. Relation to Mortgage and other Loan Documents. This Assignment modifies and amends the Loan Documents. In the event of any conflict between any provision of this Assignment and any provision of any Loan Document, this Assignment shall control.

3. Governing Law; Fees and Costs. This Assignment shall be interpreted and enforced according to the laws of the State of Alabama. In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the non-prevailing party or parties its reasonable costs and expenses of such action or proceeding, including reasonable attorneys' fees.

4. Binding on Successors. This Assignment inures to the benefit of and is binding on the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original, and together shall constitute one Assignment.

[SIGNATURES FOLLOW ON NEXT PAGE]



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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Mortgage and other Loan Documents as of the date first written above.

**ASSIGNOR:**

**GREENWICH CAPITAL FINANCIAL PRODUCTS,  
INC., a Delaware corporation**

By: 

Gary E. Swon, Managing Director

**ASSIGNEE:**

LaSalle Bank,  
a National Association

By: 

Name: Karyn Cassano

Title: Vice President

# NOTARY ACKNOWLEDGMENT

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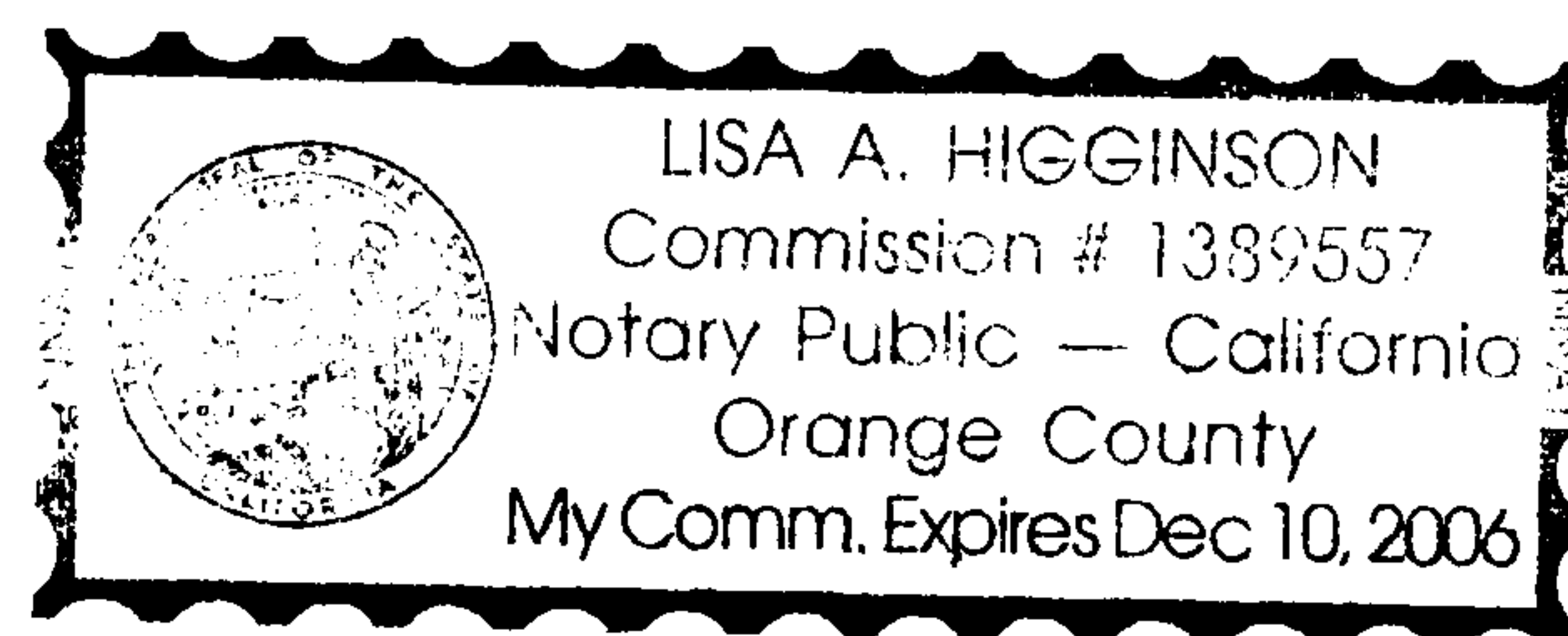
STATE OF CALIFORNIA

COUNTY OF ORANGE

On this 18th day of May, 2005, before me, Lisa A. Higginson a Notary Public, personally appeared Gary E. Swon, personally known to me 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, 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.


Signature Lisa A. Higginson  
(Signature of Notary Public)



My Commission expires: December 10, 2006

(This area for official seal)



  
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**EXHIBIT A**

**Legal Description of Real Property**

THE LAND SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY, STATE OF ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3, ACCORDING TO THE SURVEY OF VILLAGE OF VALLEYDALE AT SOUTHLAKE, AS RECORDED IN MAP BOOK 11, PAGE 84, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS DATED FEBRUARY 29, 1988 AND RECORDED IN REAL VOLUME 173, PAGE 355 AND INDENTURE OF ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, AND GRANT OF EASEMENTS DATED FEBRUARY 29, 1988 AND RECORDED IN REAL VOLUME 173, PAGE 364 FOR THE PURPOSE DESCRIBED IN THESE EASEMENTS OVER, UNDER AND ACROSS LOTS 1 AND 2 WITH RESPECT TO REAL VOLUME 173, PAGE 355 AND LOT 4, WITH RESPECT TO REAL VOLUME 173, PAGE 364. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.

EXHIBIT B

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ASSIGNEE

LASALLE BANK NATIONAL ASSOCIATION, IN ITS CAPACITY AS TRUSTEE  
FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL  
FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2006-GG7,  
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-  
GG7, WHOSE OFFICE IS LOCATED AT 135 SOUTH LASALLE STREET, SUITE  
1625, CHICAGO, ILLINOIS 60603