



20070629000306680 1/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
06/29/2007 11:50:48AM FILED/CERT

# ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT

WACHOVIA BANK, NATIONAL ASSOCIATION

And

**Wells Fargo Bank N.A., as Trustee for the registered  
holders of Wachovia Bank Commercial Mortgage  
Trust, Commercial Mortgage Pass-Through  
Certificates, Series 2005-C17**

Date: 3/22/, 2005

County: Shelby  
State: Alabama

**WHEN RECORDED RETURN TO:**  
KC WILSON & ASSOCIATES  
23232 PERALTA DR. STE. 119  
LAGUNA HILLS, CA 92653  
48 WACH 05 C17

## ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT

THIS ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT (this "Assignment"), made and entered into as of the 22 day of Mar, 2005, is by WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, having an office at 201 South Tryon Street, Suite 130, PMB Box #4, Charlotte, North Carolina 28288-0166 ("Assignor"), in favor of See Attached Exhibit B for Assignee Name, having an office at See Attached Exhibit B ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of February 10, 2005, executed by 100 Inverness LLC, an Alabama limited liability company, ("Borrower"), and made payable to the order of Assignor in the stated principal amount of SIXTEEN MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$16,200,000.00) (collectively the "Note") in connection with the refinancing of certain real property situated in the County of Shelby and State of Alabama ~~as more particularly described on Exhibit A annexed hereto and made a part hereof~~ (the "Premises"); and

WHEREAS, the Note is secured by the Deed of Trust and Security Agreement, as hereinafter defined; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Deed of Trust and Security Agreement.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following documents and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the following documents from and after the date hereof: Deed of Trust and Security Agreement dated as of February 10, 2005, between Borrower, as mortgagor and Assignor, as mortgagee (the "Security Instrument") and recorded on Feb. 11, 2005, as instrument no. \* in book \_\_\_\_\_ at page \_\_\_\_\_ in the Shelby County Clerk's Office, encumbering the Premises, together with the notes and bonds secured thereby; and \* 20050211000068920

2. Assumption. From and after the date hereof, Assignee hereby accepts the Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.



3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except that Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument or the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument and Assignment of Leases as of the date above first written.

Assignor:

WACHOVIA BANK, NATIONAL  
ASSOCIATION

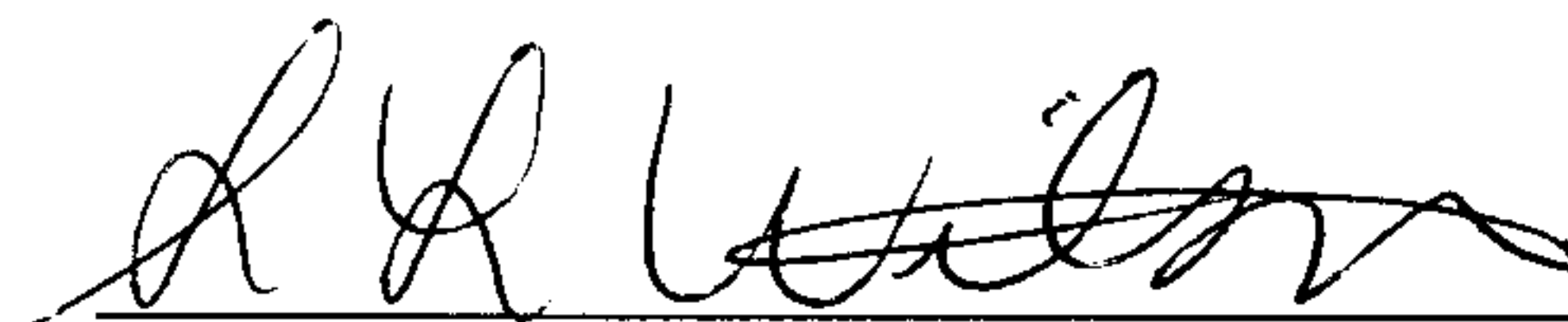
By:

  
Name: **Wayne M. Fitzgerald, II**  
Title: **Vice President**

STATE OF North Carolina)  
COUNTY OF Mecklenburg) ss.

I, S L Wilson, a Notary in and for said County in said State, hereby certify that ~~Wayne M. Fitzgerald~~ whose name as VP of WACHOVIA BANK, NATIONAL ASSOCIATION, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

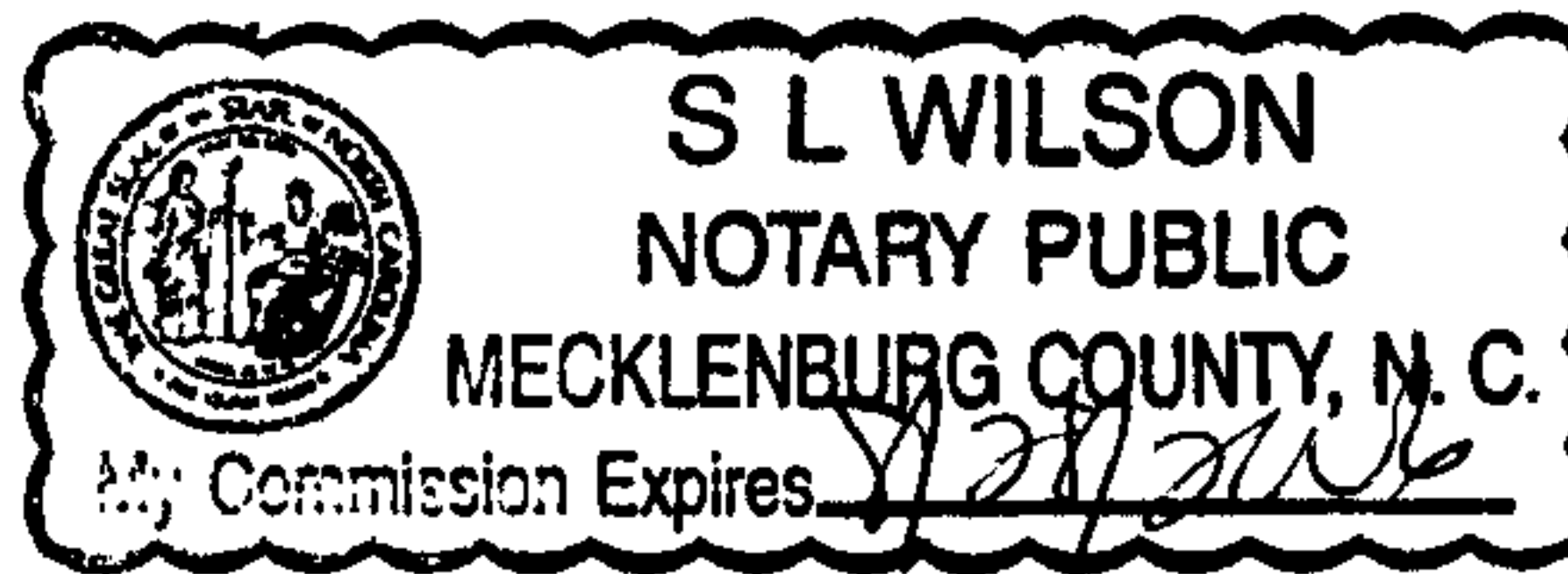
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March 2005.




Notary Public

My Commission Expires:

8/28/2006  
(SEAL)



  
20070629000306680 5/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
06/29/2007 11:50:48AM FILED/CERT

**Exhibit B**

**Assignee Name and Address**

**Loan number:** 482005C17

**Property:** Inverness Landing

**Assignee Name:** Wells Fargo Bank N.A., as Trustee for the registered  
holders of Wachovia Bank Commercial Mortgage  
Trust, Commercial Mortgage Pass-Through  
Certificates, Series 2005-C17

**Assignee Address:** Wells Fargo Bank, N.A.  
CMBS Certifications  
1055 10<sup>th</sup> Avenue SE  
Minneapolis MN 55414

20070629000306680 6/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
06/29/2007 11:50:48AM FILED/CERT