

PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kayla McCannon
Principal Commercial Funding, LLC
801 Grand Avenue
Des Moines, Iowa 50392
Loan No. 755530

285 730-6 **Corporation Service Company**
P.O. Box 2969
Springfield, IL 62708

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT (this "**Assignment**"), dated as of the 21st day of December, 2006 by Principal Commercial Funding, LLC, a Delaware limited liability company, having an address at 711 High Street, Des Moines, Iowa 50392 ("**Assignor**"), in favor of Principal Commercial Funding II, LLC, a Delaware limited liability company, having an address at 711 High Street, Des Moines, Iowa 50392 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the holder of that certain Mortgage and Security Agreement dated December 21, 2006, executed by Borrower in favor of Assignor and recorded on December 27, 2006 as Instrument No. 20061227000627010 in Shelby County, Alabama (as same may be amended, modified, renewed, added to and changed from time to time, the "**Mortgage**") secured by real property described and set forth in **Exhibit A** annexed hereto and made a part hereof;

WHEREAS, Assignor is also the owner and holder of that certain Assignment of Leases and Rents dated December 21, 2006, executed by Borrower in favor of Assignor and recorded on December 27, 2006 as Instrument No. 20061227000627020 in Shelby County, Alabama (as the same may be amended, modified, renewed, added to and changed from time to time (the "**ALR**");

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by SCP Building 4, LLC; Dixon One LLC; O'Brien One LLC ("**Borrower**") in favor of Assignor on December 21, 2006, in the amount of \$15,150,000.00 (the "**Pledged Note**");

WHEREAS, Assignor desired to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note, and the moneys due and to grow due thereon with the interest, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

(SIGNATURE PAGE FOLLOWS)



20071031000502830 2/5 \$23.00
Shelby Cnty Judge of Probate, AL
10/31/2007 09:22:43AM FILED/CERT

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

PRINCIPAL COMMERCIAL FUNDING, LLC, a
Delaware limited liability company

By: PRINCIPAL REAL ESTATE INVESTORS,
LLC, a Delaware limited liability company, its
manager

Witnessed by: M. Edith Laurence
Name: M. Edith Laurence

By: Diane Willey

Witnessed by: Rebecca S. Spores
Name: Rebecca S. Spores

Diane Willey
Closing Consultant
By: Julie M. Williams
Julie M. Williams
Director - Closing




20071031000502830 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
10/31/2007 09:22:43AM FILED/CERT

STATE OF IOWA)
)
COUNTY OF POLK)

On this 17th day of October, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Diane Willey and Julie M. Williams, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Closing consultant and Director - Closing, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory of PRINCIPAL COMMERCIAL FUNDING, LLC, a Delaware limited liability company, and that the seal affixed to the instrument is the seal of Principal Real Estate Investors, LLC; that the instrument was signed and sealed on behalf of the company by Principal Real Estate Investors, LLC, as authorized signatory of Principal Commercial Funding, LLC, by authority of the member of Principal Commercial Funding, LLC; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Real Estate Investors, LLC, as authorized signatories of said company, by it and by them voluntarily executed.

Mike McOmber

Notary Public in and for said State
My Commission Expires:
Affix Notarial Stamp or Seal


20071031000502830 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
10/31/2007 09:22:43AM FILED/CERT

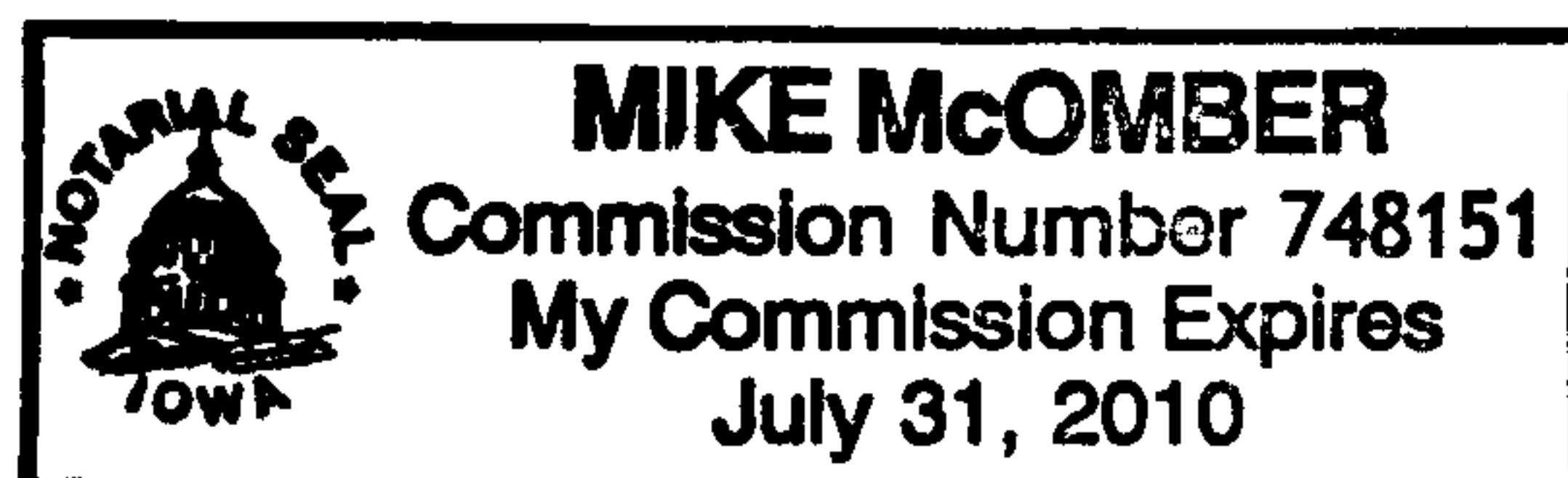
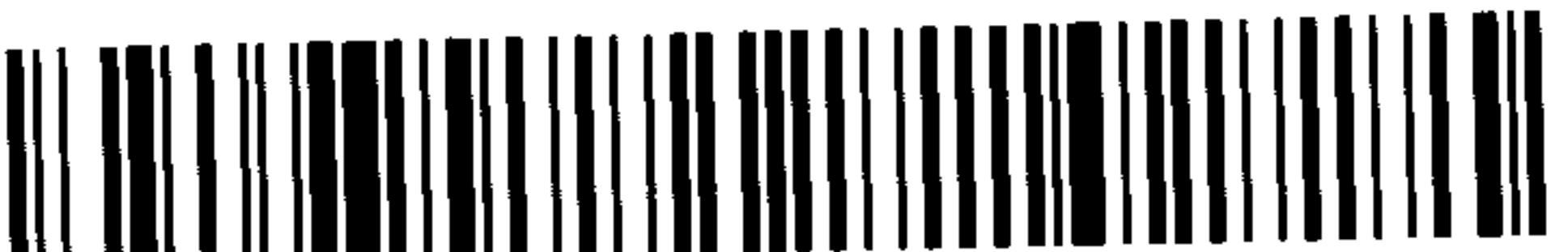


EXHIBIT A
755530

Lot 2C of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35,
Page 18, Probate Records of Shelby County, Alabama.



20071031000502830 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
10/31/2007 09:22:43AM FILED/CERT