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Shelby Cnty Judge of Probate, AL  
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**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND  
SECURITY AGREEMENT**

**CWCAPITAL LLC**

(Assignor)

to

**CWCAPITAL MORTGAGE SECURITIES I LLC**

(Assignee)

Dated: As of May 9, 2007

County of Shelby

State of Alabama

DOCUMENT PREPARED BY:

MAYER BROWN LLP  
214 N. Tryon Street, Suite 3800  
Charlotte, NC 28202  
Attention: Chris Brady

WHEN RECORDED RETURN TO:

CWCAPITAL LLC – LOAN ADMINISTRATION  
One Charles River Place  
63 Kendrick Street  
Needham, MA 02494  
Attention: Paralegal

**FILE 1ST**


**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND  
SECURITY AGREEMENT**

CWCAPITAL LLC, a Massachusetts limited liability company, whose address is One Charles River Place, 63 Kendrick Street, Needham, Massachusetts 02494 (“Assignor”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to **CWCAPITAL MORTGAGE SECURITIES I LLC**, a Delaware limited liability company, whose address is One Charles River Place, 63 Kendrick Street, Needham, Massachusetts 02494 (“Assignee”), its successors, participants and assigns, all right, title and interest of Assignor in and to that certain Mortgage, Assignment of Leases and Rents and Security Agreement by HELENA I, LLC, a Delaware limited liability company (the “Borrower”), dated as of May 9, 2007 and recorded on May 10, 2007 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20070510000219820, as amended, restated, replaced, supplemented or otherwise modified from time to time, securing payment of a Promissory Note of even date therewith, in the original principal amount of FOUR MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,825,000.00) made by the Borrower, as amended, restated, replaced, supplemented or otherwise modified from time to time, payable to the order of Assignor, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof (the “Property”).

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State in which the Property is located and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

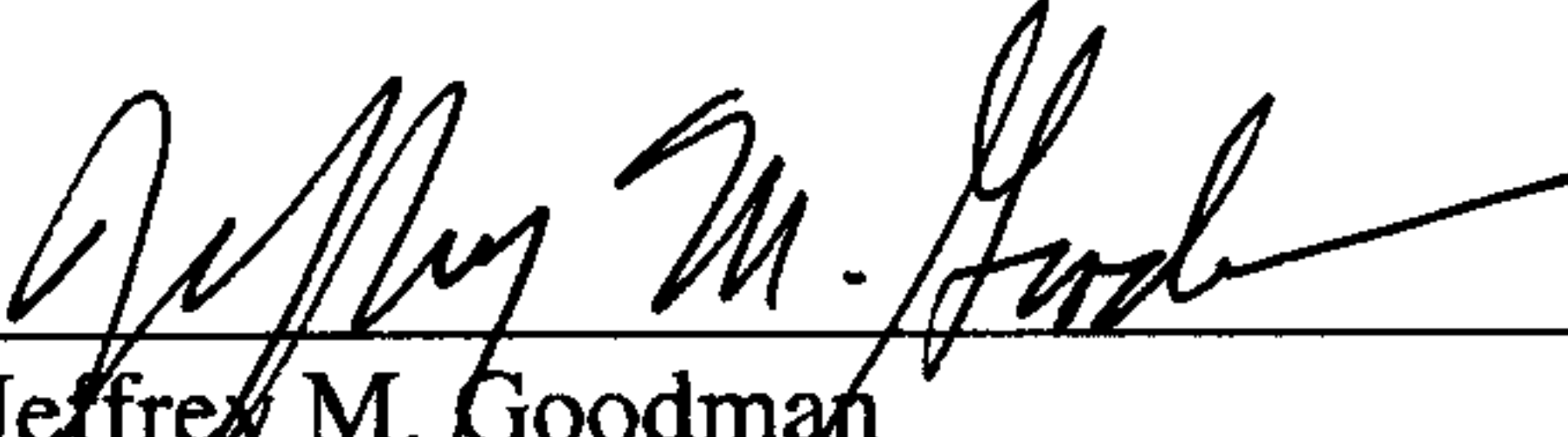
  
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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and delivered by its duly authorized officer on or about May 9, 2007.

CWCAPITAL LLC,  
a Massachusetts limited liability company

By:   
Name: Jeffrey M. Goodman  
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF NORFOLK )

On April 23, 2010, before me, Elaine F. Sullivan personally appeared Jeffrey M. Goodman, personally known to me (or proved to me on the basis of satisfactory evidence) 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.



Elaine F. Sullivan  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 3, 2014

Elaine F. Sullivan



  
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**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1, Helena Marketplace, as recorded in Map Book 24, Page 141, in the Probate Office of Shelby County, Alabama.

Together with any beneficial rights that constitute an interest in real estate obtained under that certain Declaration of Covenants and Easements recorded in Instrument #19971113000371510, amended in Instrument #20010403000123310 and Declaration of Easements in Instrument #1998121500049933.