

RECORDING REQUESTED BY AND  
AFTER RECORDING MAIL TO:

Eric L. Pruitt  
Baker, Donelson Bearman, Caldwell &  
Berkowitz, PC  
420 20th Street North, Suite 1600  
Birmingham, Alabama 35203

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING

Mortgage Electronic Registration Systems, Inc., a Delaware corporation ("**Assignor**"), in its capacity as nominee for Bank of America, N.A., a National Association ("**Original Lender**"), for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc. Commercial Mortgage Pass-Through Certificates, Series 2007-5 ("**Assignee**"), its successors, participants and assigns, all right, title and interest of Assignor in and to (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 19, 2007 (the "**Mortgage**") executed by River Place Associates, LLC, an Alabama limited liability company ("**Borrower**") in favor of Assignor, which was recorded on October 29, 2007, as Instrument No. 20071029000498470 in the Office of the Judge of Probate of Shelby County, Alabama (the "**Recording Office**") creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof which secures payment of that certain Promissory Note dated October 19, 2007, in the original principal amount of Three Million Seven Hundred Fifty Thousand and No/100 Dollars (US \$3,750,000.00) made by Borrower, payable to the order of Original Lender.

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 as provided for therein.

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 amounts secured by the Mortgage.

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

This Assignment is effective as of February 2, 2011.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by is duly authorized officer.

Mortgage Electronic Registration Systems, Inc.,  
in its capacity as nominee for Bank of America,  
National Association

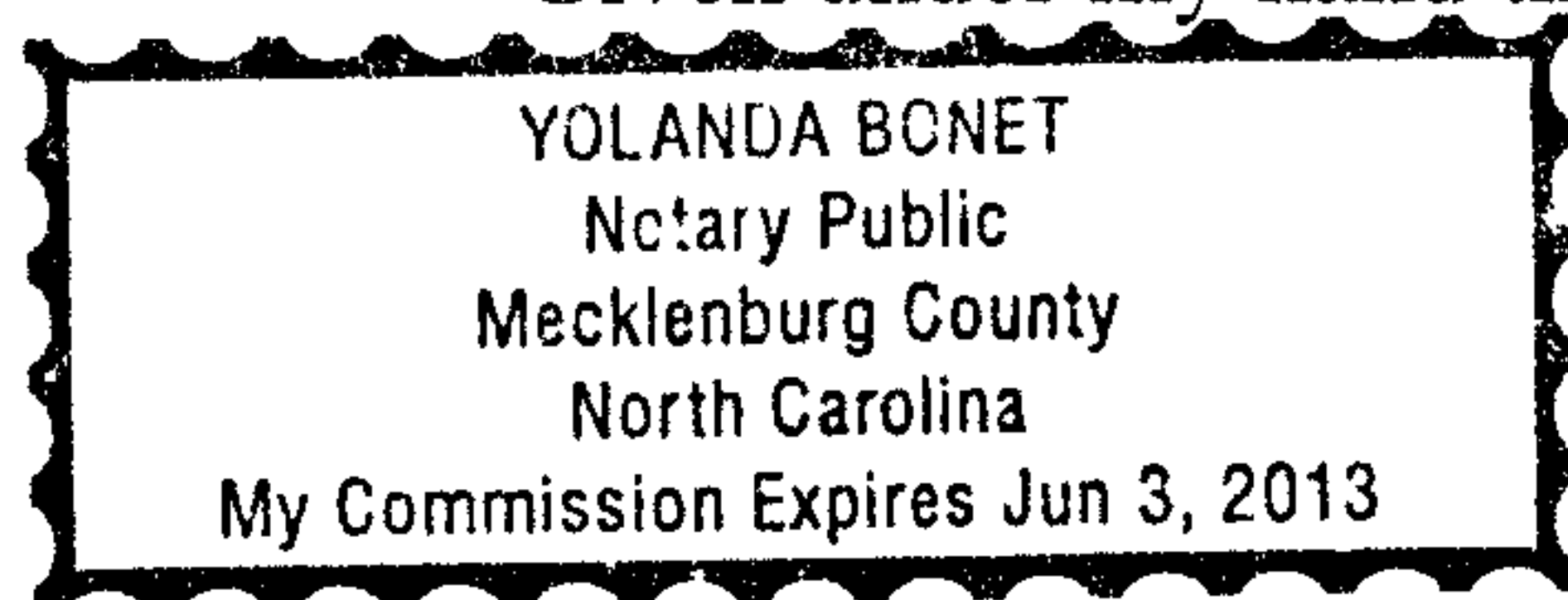
By: [Signature]  
Name: James P. McAllister  
Title: Vice President

**James P. McAllister**  
**Director**

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, the undersigned authority, Notary Public in and for said County in said State, hereby certify that James P. McAllister, whose name as Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware stock corporation, in its capacity as nominee for Bank of America, National Association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 2 day of February, 2011.



[Notarial Seal]

[Signature]  
Notary Public

My Commission Expires: June 3, 2013



20110210000048630 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
02/10/2011 03:34:57 PM FILED/CERT

Exhibit A  
Legal Description  
(River Place Office)

A tract of land situated in the Northeast quarter of the Southeast quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of Southeast quarter of Section 19, Township 19 South, Range 2 West; thence North along the East line of said Section, 283.46 feet; thence 90° 00' 00" left 729.70 feet to a point on the West right of way line of Parkway Office Circle, and also the Point of Beginning; thence 40° 23' 12" left, leaving said right of way line, 262.29 feet; thence 30° 38' 09" right, 303.59 feet; thence 92° 43' 07" right, 328.01 feet; thence 82° 20' 48" right, 495.17 feet to the West right of way line of Parkway Office Circle; thence 95° 48' 12" right, 89.70 feet along said right of way line to the beginning of a curve to the left, said curve having a central angle of 18° 34' 36" and a radius of 460.00 feet; thence along the arc of said curve and said right of way 149.14 feet to the point of beginning; situated, lying and being in Shelby County, Alabama.