


PREPARED BY AND UPON
RECORDATION RETURN TO:

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20121217000480680 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/17/2012 01:16:30 PM FILED/CERT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND
LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING)

Dated as of December 14, 2012

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgage Electronic Registration Systems, Inc. ("**Assignor**") hereby grants, assigns and transfers to U.S. Bank National Association, as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2007-C1, Commercial Mortgage Pass-Through Certificates, Series 2007-C1, having a mailing address at c/o Wells Fargo Commercial Mortgage Servicing, 1901 Harrison Street, Oakland, CA 94612 ("**Assignee**"), in its capacity as Lead Lender (as defined in that certain Co-Lender Agreement dated as of August 16, 2007, by Wells Fargo Bank, National Association (as the initial holder of the Note A1, Note A2 and Note A3, as defined therein) (the "**Intercreditor Agreement**")) on its own behalf and on behalf of the Non-Lead Note A Lenders (as defined in the Intercreditor Agreement), all of Assignor's right, title and interest in that certain Mortgage and Absolute Assignment of Rents and Leases And Security Agreement (And Fixture Filing) dated as of June 13, 2007 from DRA/CLP Riverchase Center Birmingham LLC ("**Mortgagor**") in favor of Assignor and recorded on June 25, 2007 in the Probate Office of Shelby County, Alabama as Instrument No. 20070625000296630 (the "**Mortgage**"), encumbering, *inter alia*, a fee interest in certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof.

Together with Assignor's rights to and under any and all documents, including, without limitation, any financing statements, evidencing, securing, or relating to the loan secured by the Mortgage.

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT ASSIGNMENT FILED AS A FIXTURE FILING ASSIGNMENT, PURSUANT TO THE CODE OF ALABAMA SECTION 7-9A-502(b), AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF MORTGAGOR, AS DEBTOR AND ASSIGNEE, AS SECURED PARTY

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment effective as of the date above first written.

ASSIGNOR:

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

WITNESSES:

Sandra Luthian
Print Name: Sandra Luthian

Michael Cronin
Print Name: Michael Cronin

By: Larry C. Cowling
Name: Larry C. Cowling
Title: Assistant Secretary



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STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, a notary public in and for said County in
said State, hereby certify that _____ whose name as
_____ of Mortgage Electronic Registration Systems, Inc., a corporation, 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 the instrument, he/she, as such officer and with
full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of December, 2012.

NOTARY PUBLIC

[affix seal]

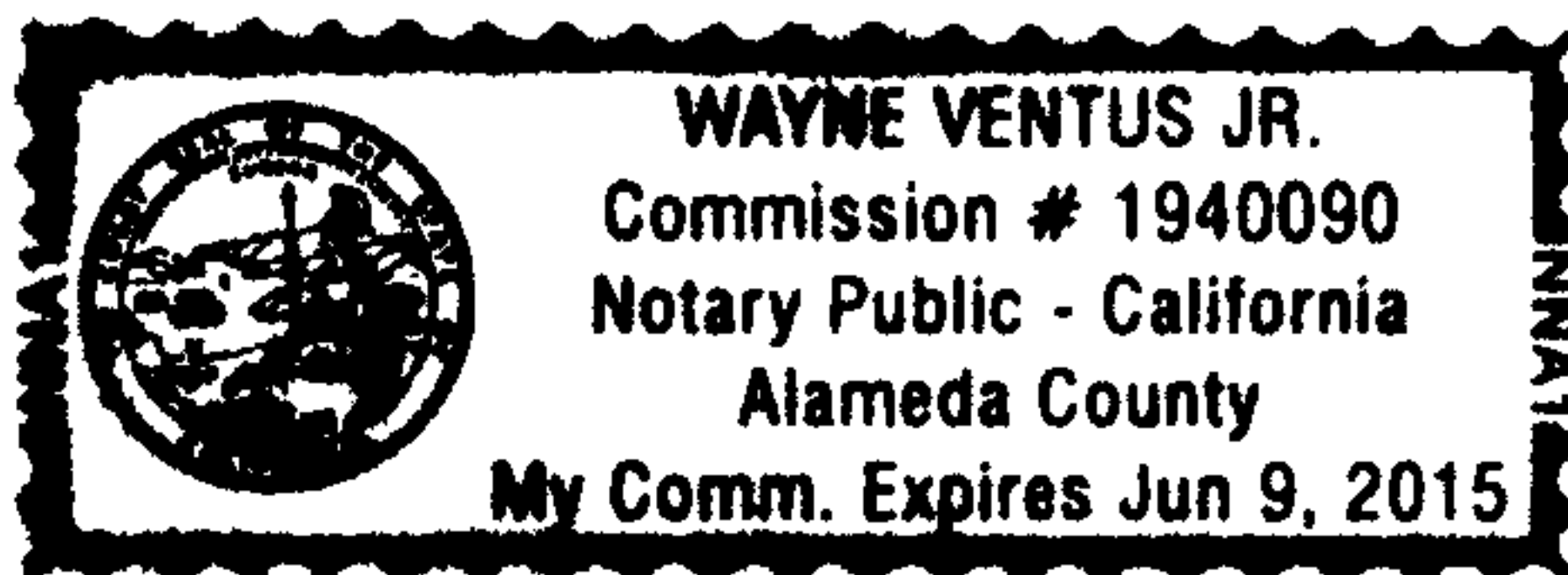
My commission expires: _____

**CALIFORNIA NOTARY
ACKNOWLEDGEMENT**

State of California)
)ss
County of Alameda)

On December 12, 2012, before me, Wayne Ventus, Jr., Notary Public, personally appeared Larry C. Cowling, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

A handwritten signature in black ink, consisting of stylized loops and strokes, positioned above a horizontal line.



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 19; thence run West and along the South boundary of said Southeast/Northeast, a distance of 2723.44 feet; thence run Southerly and at right angles to said South boundary a distance of 84.39 feet to the point of beginning, said point of beginning lying on the South right of way of Parkway Office Circle; thence run Easterly and along said right of way (curving to the right and having a radius of 420.00 feet) a chord distance of 152.58 feet to the point of tangency of said curve; thence run Southeasterly along said right of way a distance of 229.05 feet; thence continue Southeasterly and along said right of way (curving to the left and having a radius of 930.00 feet) a chord distance of 310.16 feet to the point of tangency of said curve; thence run Easterly and along said right of way a distance of 218.73 feet; thence run Southeasterly along said right of way (curving to the right and having a radius of 570.00 feet) a chord distance of 198.98 feet to the Northeast corner of this described property; thence with an interior angle of 76°52'12" run Southwesterly a distance of 604.89 feet to the North right of way of Riverchase Office Road; thence run Northwesterly and along said right of way (curving to the left and having a radius of 300 feet) chord distance of 29.99 feet to the point of tangency of said curve; thence run Westerly and along said right of way a distance of 104.38 feet; thence run Northwesterly and along said right of way (curving to the right and having a radius of 370.00 feet) a chord distance of 170.34 feet to the point of tangency of said curve; thence run Northwesterly and along said right of way a distance of 95.64 feet; thence run Westerly and along said right of way (curving to the left and having a radius of 530.00 feet) a chord distance of 471.95 feet to the point of tangency of said curve; thence run Southwesterly and along said right of way a distance of 10.94 feet; thence Northwesterly and along said right of way (curving to the right and having a radius 25.00 feet) a chord distance of 35.35 feet to the point of tangency of said curve; said point of tangency lying on the East right of way of Riverchase Parkway East; thence run Northwesterly and along said East right of way a distance of 30.19 feet; thence run Northwesterly and along said right of way (curving to the left and having a radius of 661.41 feet) a chord distance of 189.16 feet to a point being the Southwest corner of this described parcel; thence run Northeasterly a distance of 532.82 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL II:

Lot 1-A, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, page 77, in the Probate Office of Shelby County, Alabama.



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PARCEL III:

Lot 1-B, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded In Map Book 14, page 77, In the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights of title and Interest In and to that certain easement as set out in the Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement dated December 3, 1990, filed for record December 20, 1990, recorded in Book 323, page 96, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights of title and interest in and to that certain easement as set out in the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Misc. Book 13, page 50, as amended by Misc. Book 15, page 189, further amended by Misc. Book 19, page 633, in the Probate Office of Shelby County, Alabama, which supercedes the first Declaration and Amendments.



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