

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

Blackwell Sanders Peper Martin
LLP (816/983-8306)
2300 Main Street, Suite 1000
Kansas City, Missouri 64108

Attention: Nancy Payne

Return to:

Allison T. Gilbert, Esq.
Harris, Shelton, Dunlap, Cobb & Ryder, PLLC
6060 Poplar Avenue
Suite 450
Memphis, Tennessee 38119
(901) 682-1455

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BK 2008 PG 89 BK 103 PG 438
W.E. DAVIS CH. CLK. W.E. DAVIS CH. CLK.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**ASSIGNMENT OF
BENEFICIAL INTEREST UNDER DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT;
ASSIGNMENT OF LEASES AND RENTS; AND ALL OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT; ASSIGNMENT OF LEASES AND RENTS; AND OTHER LOAN DOCUMENTS (this "Assignment"), is made as of the 1st day of June, 2004, by ICA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, with an address at 10740 Nall Avenue, Suite 215, Overland Park, Kansas 66211 ("Assignor"), to UMB BANK, N.A., a national banking association, not individually but as Trustee of the ICA 2004 Loan Trust I formed pursuant to the ICA Mortgage Capital, LLC, Grantor Trust Agreement dated January 20, 2004, having an address at 2401 Grand Boulevard, Suite 200, Kansas City, Missouri 64108-2551 ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the delivery of these presents, the receipt the receipt and sufficiency of which considerations is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse to the undersigned, and without representations, warranties or covenants, express or implied by the undersigned, all of Assignor's right, title and interest under:

1. That certain beneficial interest under Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement from Cohen Realty, Inc., a Mississippi corporation (the "Borrower"), as trustor, to Mark Davis, as trustee, for the benefit of Assignor, as beneficiary, dated as of June 1, 2004, and recorded on June 10, 2004, as Instrument Number BK 2008 PG 0062 in the Official Records of DeSoto County, Mississippi (the "Mortgage"), covering the real property more particularly

described on Exhibit A attached hereto, securing that certain promissory note in the principal amount of \$650,000.00 (the "Note"), dated as of June 1, 2004, made by Borrower payable to the order of Assignor and evidencing a loan made by Assignor to Borrower (the "Loan"), and all right, title and interest of Assignor therein and thereto;

2. That certain Assignment of Leases and Rents from Borrower to Assignor, dated as of June 1, 2004, recorded on June 10, 2004, as Instrument Number PBK 103 Pg 429 in the Official Records of DeSoto County, Mississippi, and securing the Note (the "Assignment of Leases"), under which Assignment of Leases Borrower assigned to Assignor all of Borrower's rights, interests, and privileges in and to all leases, licenses, and rental agreements, together with all rents and other amounts payable in connection therewith, covering or affecting any portion the real property more particularly described on Exhibit A attached hereto; and

3. All of the documents or instruments (other than the Note, the Mortgage, and the Assignment of Leases) now or hereafter executed by Borrower and/or others by or, in favor of Assignor, which evidence or wholly or partially secure or guaranty payment and performance of the Note and Borrower's obligations under the Loan (collectively, the "Security Documents"), including, without limitation, the documents, instruments and other matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first above written.

ICA Mortgage Capital, an Illinois limited liability company

By: Kevin Ellis

Name: Kevin Ellis

Title: Manager

Innovative Capital Advisors, LLC
Loan Commitment Number 2004-01-1045 dated March 31, 2004
Loan Number 2004-01-1045

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26th day of May, 2004, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Ellis, a Manager of ICA Mortgage Capital, LLC, an Illinois limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of such limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Barbara Bartmann
Notary Public

Barbara Bartmann
Print or Type Name

My commission expires:
May 4, 2007

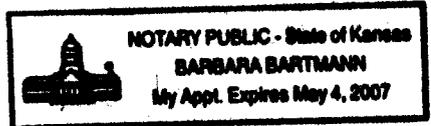


EXHIBIT ALegal Description

Property located in De Soto County, Mississippi and described as follows:

Beginning at a point on the north line of Goodman Road (R.O.W. varies) 411.19 feet east on the Southwest corner of Section 25, Township 1, Range 8 West as measured along said North line; thence N 01° 05' 46" W a Distance of 152.07 feet to a point; thence S 89° 39' 18" E a distance of 222.43 feet to a point; thence S 3° 36' 39" W a distance of 148.33 feet to a point on the north line of said Goodman Road; thence along said North line S 89° 16' 23" W a distance of 210.19 feet to the point of beginning and containing 0.745 acres more or less.

Please index in the Southwest Quarter of Section 25, Township 1, Range 8 West, DeSoto County, Mississippi.

BR 2000100000

EXHIBIT B

Security Documents

1. Assignment of Agreements, Permits and Contracts
2. Environmental Indemnity Agreement
3. All Guaranties
4. All Agreements relating to operations, maintenance, repairs, replacements, tenant improvements, and/or leasing commissions
5. Conditional assignment of management agreement
6. Tenant Estoppel Certificates
7. All financial statements, credit reports, operating agreements and rent rolls
8. Appraisals
9. Architectural or Engineering inspection reports
10. Environmental site assessments
11. Zoning letters
12. Title insurance commitments, policies, endorsements and insured closing letters
13. Authorizing resolutions of Borrower and related parties
14. All plans and specifications for the Property
15. All legal opinions
16. All rights of Assignor in and to insurance policies