

P BK 105 PG 444

1126-1084-000
PREPARED AND RECORDING
REQUESTED BY:
Roger L. Carpenter
LaSalle Bank N.A.
135 S. LaSalle St., Suite 1625
Chicago, IL 60603

pa
pa
STATE MS.-DESOTO CO
Oct 15 10 30 AM '04

105 PG 444
CH. CLK.

AND WHEN RECORDED MAIL TO:

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
Phone: (217) 544-5900

G1822511-19

SPACE ABOVE FOR RECORDER'S USE ONLY

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

COUNTY: DESOTO

STATE: MISSISSIPPI

THIS AREA FOR

RECORDER'S

USE ONLY

Prepared by

Roger L. Carpenter
LaSalle Bank National Association
135 S. LaSalle Street, Suite 1625
Chicago, Illinois 60603

Return to:
Corporation Service Company
Post Office Box 2969
Springfield, Illinois 62708
G1822511-19

LoanNo. 76-0030248

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS:

This Assignment of Assignment of Leases and Rents (the "Assignment") is made and entered into as of the 28 day of Sept. 2004, by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("Assignor"), for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee for the registered holders of GE Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2004-C2 ("Assignee").

1. Assignor has previously made a mortgage loan in the principal amount of \$1,760,000 ("Loan") to HERNANDO SHOPS, LLC, a Tennessee limited liability company ("Borrower"). The Loan is secured by Assignment of Leases and Rents (the "Assignment of Leases") executed by Borrower dated November 21, 2003, on the property known as Magnolia Plaza, and recorded on November 25, 2003, in Book 0101, Page 0041, in the official public records of DeSoto County, Mississippi, of which cover the real property described on Exhibit A attached hereto. The Mortgage and any and all other documents evidencing governing or securing the Loan is hereinafter referred to as the "Loan Documents."
2. Assignor desires to assign, transfer and convey without recourse, representation or warranty all of its right, title and interest in the Loan, the Assignment of Leases, and the Loan Documents to Assignee, without recourse, representation or warranty.

NOW, THEREFORE, in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns, transfers and conveys without recourse, representation or warranty to Assignee all of Assignor's right, title and interest in, to and arising out of the Loan, the Assignment of Leases and the Loan Documents, without recourse, representation, or warranty.
2. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.
3. This Assignment shall be construed and enforced according to the laws of the State of Mississippi.

ASSIGNMENT OF LOAN DOCUMENTS AND MORTGAGE

Magnolia Plaza/File No. 150968 (by GECC)
Loan No. 76-0030248

4. Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

This Assignment is executed as of the day, month and year first above written.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

By: David R. Martindale
David R. Martindale, Managing Director

STATE OF TEXAS

COUNTY OF DALLAS

On this day 28 of September, 2004, personally appeared before the undersigned, a Notary Public within and for said County and State, duly commissioned, qualified and acting, appeared in person the within named DAVID R. MARTINDALE, to me personally well known, who stated that he is Managing Director of GENERAL ELECTRIC CORPORATION, a Delaware corporation, on behalf of said corporation.

Beth Jones
Notary Public, State of Texas
Beth JONES
Printed Name of Notary
My Commission Expires: 2/13/05



ASSIGNMENT OF LOAN DOCUMENTS AND MORTGAGE

Magnolia Plaza/File No. 150968 (by GECC)
Loan No. 76-0030248

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 2 of Kroger Center, a commercial subdivision located in Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi and more particularly described in Plat Book 72 at Page 41 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with those rights and privileges set forth in that certain Declaration of Easements and Restrictions in Deed Book 377, Page 760, as amended by First Amendment to Declaration of Reciprocal Easements and Restrictions recorded February 26, 2003 in Book 438, Page 628.