

After Recording mail return to:

★

Diligenz
6500 Harbour Heights Parkway 0
Suite 400
Mukilteo, WA 98275

5/08/07 9:51:36 Pa
BK 119 PG 762 Pa
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This document prepared by:
Snell & Wilmer L.L.P.
One South Church Avenue, Suite 1500
Tucson, Arizona 85701-1612
Attn: Curt D. Reimann, Esq.

(Record First)

29822
800-858-5294

ASSIGNMENT OF MORTGAGE LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned, IMPERIAL CAPITAL BANK, a California Commercial Bank ("Assignor"), does hereby sell, assign, transfer, set over, release, quitclaim and otherwise grant and convey unto GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation, and its successors and assigns (collectively, the "Assignee"), having a mailing address of 17207 North Perimeter Drive, Scottsdale, Arizona 85255, without representation, warranty or recourse, except as set forth in that certain Loan Sale Contract dated as of November 28, 2005 (the "Agreement"), made and entered into by and between the Assignor, as seller, and Assignee, as purchaser, all of Assignor's right, title, and interest in and to the Mortgage Loan and the Mortgage Loan Documents described below.

WHEREAS, Assignor is the owner of the mortgage loan (the "Mortgage Loan") more particularly identified as follows:

That certain secured note in the original cumulative principal amount of **\$1,482,000.00** to **Serve Holdings, LLC, a Tennessee limited liability company** ("Borrower"), together with all loan documents entered into in connection with such note, and secured by that certain: (i) **Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement** made by Borrower, dated as of **9/30/2003**, and recorded on **11/25/2003**, as Instrument No.---, Book **101**, Page **49**, in the Official Public Records of **De Soto County, Mississippi**, and (ii) that certain **Fixture Filing** made by **Serve Holdings, LLC, a Tennessee limited liability company**, dated as of **9/30/2003**, and recorded on **11/25/2003**, as Instrument No.---, Book **1877**, Page **482**, in the Official Public Records of **De Soto County, Mississippi**, each describing certain land located in **De Soto County, Mississippi**, as more particularly described therein (collectively, the "Mortgage Loan Documents").

Assignor and Assignee acknowledge and agree as follows:

(1) 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.

Diligenz ★

26101129

(2) Assignor agrees to execute and deliver to Assignee, such other documents as may be reasonably necessary in order to effectuate the transactions contemplated hereby.

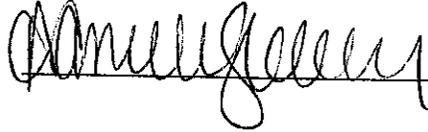
(3) The representations and warranties of Assignor and Assignee under the Agreement shall be deemed and construed to survive the execution and delivery of this Assignment and shall not merge herein or herewith.

(4) This Assignment is made pursuant to the requirements of the Agreement and is intended to be, and shall be construed as, cumulative with the terms of the Agreement and is not intended to and does not in any way limit the provisions of the Agreement, including, without limitation, the assignments made therein.

[SIGNATURE PAGE FOLLOWS]

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 12th day of January, 2006, by Kelly Hallford, as Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation.

 _____

My commission expires:
Aug 12, 2007



PRO FORMA

EK 119 PG 766

NCS-5616-MEM / 4423.0007

Store no. 3111

Southaven, MS

SCHEDULE C

Legal Description

Lands located in Southaven, DeSoto County, Mississippi being more particularly described as follows:

Lots 2 and 3, Mosby Stateline Road Commercial Park in Section 14, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 17, Page 14 in the office of the Chancery Clerk of DeSoto County, Mississippi.