

8/20/07 11:27:26
BK 2,775 PG 653
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

8/20/07 11:27:50
BK 121 PG 418
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Indexing Instructions Marginal Notation: Book 2595, Page 20
Book 116, Page 659
Desoto County, Mississippi

Camp Creek Center
Loan No. 50-2857835

ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

WACHOVIA BANK, NATIONAL ASSOCIATION

to

See Exhibit B

Dated as of Jan 26, 2007

Prepared by and

★ WHEN RECORDED RETURN TO:
KC WILSON & ASSOCIATES
23232 PERALTA DR. STE. 119
LAGUNA HILLS, CA 92653
93 WACH 06 C29
Phone: (949) 470-3960

DOCUMENT PREPARED By:
KC Wilson & Associates
23232 Peralta Dr. #218
Laguna Hills, CA 92653
Phone (949) 470-3960

By: [Signature]
Frank Snip

**ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 26 day of Jan, 2007, is by WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at Commercial Real Estate Services, 8739 Research Drive URP - 4, NC 1075, Charlotte, North Carolina 28262 ("Assignor"), in favor of See Exhibit B a See Exhibit B, having an office at See Exhibit B ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a note, dated as of October 30, 2006 executed by CC Investment Group, LLC, a North Carolina limited liability company ("Borrower"), and made payable to the order of Wachovia Bank, National Association ("Wachovia") in the stated principal amount of Seven Million Eight Hundred Thousand and No/100 Dollars (\$7,800,000.00) (the "Note") in connection with the refinancing of certain real property situated in the City of Olive Branch, County of Desoto and State of Mississippi, ~~as more particularly described on Exhibit A annexed hereto and made a part hereof~~ (the "Premises"); and

WHEREAS, the Note is secured by the Deed of Trust and Assignment of Leases, both as hereinafter defined; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Deed of Trust and the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant, and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following documents and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the following documents from and after the date hereof:

a. That certain Deed of Trust and Security Agreement, dated as of October 30, 2006 from Borrower to Phyllis Massey, as trustee for the benefit of Wachovia in the stated principal amount of Seven Million Eight Hundred Thousand and No/100 Dollars (\$7,800,000.00) (the "Deed of Trust"), encumbering the Premises, together with the notes and bonds secured thereby and recorded in the Desoto County Clerk's office at Book 2595, Page 20*; and

* Recorded on 10/30/06

b. That certain Assignment of Leases and Rents dated as of October 30, 2006 from Borrower to Wachovia (the "Assignment of Leases"), assigning to Wachovia all existing and future leases and rents relating to the Premises and recorded in the Desoto County Clerk's office in Book 116, Page 659*

* Recorded on 10/30/06

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises is located.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or used in any manner in the interpretation of this Agreement.

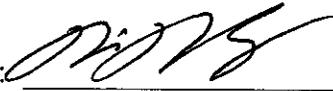
6. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa); each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

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

Assignor:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: 
Name: _____
Title: - Renée D. Sides _____
AVP _____

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 2007, within my jurisdiction, the within named Renee D. Sides, who acknowledged that (he) (she) is AVP of Wachovia Bank, National Association, a national banking association, and that for and on behalf of the said banking association, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

Laura Beth Forrester (NOTARY PUBLIC)

My commission expires: Oct. 15, 2011

(Affix official seal, if applicable)

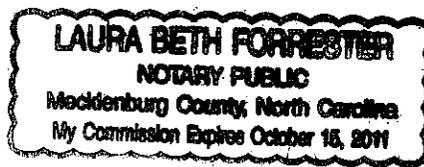


Exhibit B

Assignee Name and Address

Loan number: 932006C29

Property: Camp Creek Center

Assignee Name: Wells Fargo Bank, N.A., as trustee for the
registered holders of Wachovia Bank
Commercial Mortgage Trust, Commercial
Mortgage Pass-Through Certificates, Series
2006-C29

Assignee Address: Wells Fargo Bank, N.A.
CMBS Department
1055 10th Avenue SE
Minneapolis, MN 55414