

BK 1252 PG 0085

P Book 87 Pg 43

BK 1236 PG 0202

STATE MS.-DE SOTO CO.
FILED

AUG 8 9 56 AM '00

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"THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE " FNIFRD
INJO AS OF THE 17th day of DEC, 2000, to the corrected date
of DEC. 17, 2000", (In opening paragraph)

BK. 1236 PG 202
W.L. ... GLK.

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

FIRST UNION NATIONAL BANK

to

**NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE REGISTERED HOLDERS OF FIRST UNION NATIONAL BANK COMMERCIAL
MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1999-C4**

WHEN RECORDED RETURN TO:
KC WILSON & ASSOCIATES
23232 PERALTA DR., STE. 218
LAGUNA HILLS, CA 92653

Date: MAK 7, 2000

Loan No. 26-5330593

LN 101-1999C4 F0184

Comfort Inn
8792 Hamilton Road
Southaven, Mississippi

DOCUMENT PREPARED BY:
[Signature]
FRANK SNIP
23232 PERALTA DR.#218
LAGUNA HILLS, CA92653
PH(949)4703960

STATE MS.-DE SOTO CO.
FILED

OCT 2 9 58 AM '00

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STATE MS.-DE SOTO CO.
FILED

OCT 2 9 58 AM '00

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BK 1252 PG 85
W.L. ... GLK.

BK 87 PG 43
W.L. ... GLK.

**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 17 day of DEC, ¹⁹⁹⁹~~2000~~, is by **FIRST UNION NATIONAL BANK**, having an office at One First Union Center DC-6, Charlotte, North Carolina 28288 ("Assignor"), in favor of **NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION NATIONAL BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1999-C4**, having an office at Norwest Bank Minnesota, NA, CMBS Certifications, 1031 10th Avenue South East, Minneapolis, MN 55414 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the present legal and equitable owner and holder of a Promissory Note, dated October 26, 1999, executed by **R.V.D., INC.**, ("Borrower") a Mississippi corporation and made payable to the order of First Union National Bank ("First Union") in the stated principal amount of **TWO MILLION TWO HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS (\$2,254,000.00)** (the "Note") in connection with the financing of certain real property situated in the City of Southaven, County of DeSoto, State of Mississippi (the "Premises"), which Premises are more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; 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 26, 1999, from Borrower, as Grantor, to TRSTE, Inc., as Trustee for the benefit of First Union, as Beneficiary in the stated principal amount of Two Million Two Hundred Fifty-Four Thousand and No/100 Dollars (\$2,254,000.00) (the "**Deed of Trust**"), encumbering the Premises, together with the notes and bonds secured thereby, filed for record ~~October~~ ^{Nov} 5, 1999, as BK 1163 PG 0232 in the Official Records of DeSoto County, Mississippi; and

b. That certain Assignment of Leases and Rents, dated as of October 26, 1999, from Borrower to First Union (the "**Assignment of Leases**"), assigning to First Union all existing and future leases and rents relating to the Premises, filed for record ~~October~~ ^{Nov} 5, 1999, as BK 83 PG 227 in the Official Records of DeSoto County, Mississippi; and

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 of Mississippi.

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.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

FIRST UNION NATIONAL BANK

By: _____

Name:

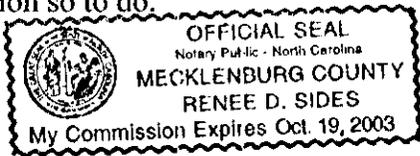
Title:

Alan Kronovet
ALAN KRONOVET
VICE PRESIDENT

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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 7th day of March, 2000, within my jurisdiction, the within named Alan Kronovet duly identified before me, who acknowledged that (s)he is the Vice President of First Union National Bank, a national banking association, and that for and on behalf of said banking association, and as its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said banking association so to do.



Renee D. Sides
NOTARY PUBLIC

My Commission Expires:

October 19, 2003

(Affix official seal)

BK 1252PG0090

BK 1236PG0207

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EXHIBIT A

Legal Description

PROPERTY LOCATED IN SOUTHAVEN, MISSISSIPPI described as follows:

Lot 2, Woodstock Commercial Subdivision, in Section 24, Township 1 South, Range 8 West, in Southaven, DeSoto County, Mississippi, as per plat recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 31, page 46.