

Property: Austin Run
Horn Lake, MS
Servicer Loan # 101053910

Pool # 665172PN
Project # 065-10037

ASSIGNMENT OF Deed of Trust

Capmark Finance Inc., Debtor-In-Possession, a California corporation, whose address is 116 WELSH ROAD, HORSHAM, PENNSYLVANIA 19044 ("Capmark"), as the holder of the instrument hereinafter described and for good and valuable consideration hereby endorses, assigns, sells, transfers and delivers to

Berkadia Commercial Mortgage LLC
118 Welsh Road
Horsham PA 19044

its successors, participants and assigns (collectively, "Assignee"), all right, title and interest of Berkadia Commercial Mortgage LLC in and to the following:

A Deed of Trust, by **United Church Residences of Horn Lake, Mississippi INC**, the ("Borrower"), **Capmark Finance Inc.** [and "**CAPMARK**"] dated as of **10/30/2007**, and recorded **10/26/2007**, recording info: **Book 2809 Page 716**, in the **Desoto** County, **Mississippi** records, securing the payment of a Promissory Note (the "Note"), dated of even date, in the original principal amount of **\$1,266,300.00** made by the Borrower, payable to the order of **CAPMARK**, and encumbering the property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Berkadia Commercial Mortgage LLC hereunder possesses or to which

Berkadia Commercial Mortgage LLC is otherwise entitled as additional security for the payment of the Note and other obligations described herein.

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This Assignment shall be governed in all respects by the laws of the state in which the aforementioned instruments were recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Capmark has duly executed this Assignment as of the 9th of December, 2009.

Capmark Finance Inc., Debtor-In-Possession
A California Corporation

by: 
Ronald C. Steffenino
Senior Vice President

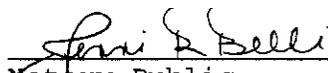
STATE OF PENNSYLVANIA

SS:

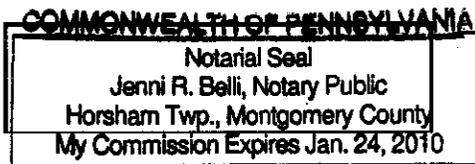
COUNTY OF MONTGOMERY

On the 9th day of December , 2009, before me Jenni R. Belli, a Notary Public in and for the said State, personally appeared **Ronald C. Steffenino, Senior Vice President** of Capmark Finance Inc., Debtor-In-Possession, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

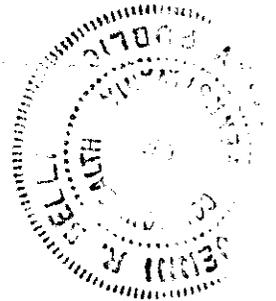
In Witness Whereof, I have hereunto set my hand and official seal


Notary Public

My Commission Expires:
1-24-2010



Member, Pennsylvania Association of Notaries



Prepared by:
CT Lien Solutions
PO Box 29071, Glendale, CA 91209-9071
800-331-3282

When recorded mail to:
CT Lien Solutions 21311463
PO Box 29071, Glendale, CA 91209-9071
CTLS ID: CFI904

Loan:101053910 Proj:065-10037

10-1053410
 Austin Run

EXHIBIT A

Beginning at the Southwest Corner of Section 27, Township 1 South, Range 8 West, City of Horn Lake, Desoto County, Mississippi, thence North 89 degrees 46 minutes 11 seconds East along the southerly line of said Section and the centerline of Goodman Road 1,011.68 feet to a point at the intersection of Goodman Road and Mallard Creek Drive; thence North 00 degrees 13 minutes 49 seconds West 255.00 feet along the centerline of Mallard Creek Drive to a point; thence North 89 degrees 46 minutes 11 seconds East 25.00 feet to a point on the east right of way of said drive, said point being the Point Of Beginning for the herein described tract; thence continue North 89 degrees 46 minutes 11 seconds East 150.65 feet; thence North 00 degrees 13 minutes 49 seconds West 115.00 feet; thence North 43 degrees 46 minutes 11 seconds East 129.42 feet; thence North 20 degrees 19 minutes 01 seconds East 168.15 feet; thence North 27 degrees 54 minutes 59 seconds East 265.89 feet to the South Line of Mallard Creek Subdivision; thence along the South Line of Mallard Creek Subdivision South 89 degrees 46 minutes 11 seconds West 425.00 feet to a point on the East right of way line of Mallard Creek Drive; thence South 00 degrees 13 minutes 49 seconds East 600.00 feet to the Point Of Beginning, containing 3.74 acres, more or less.

STANDARD