

Project Maryland
Stand Alone
Asset No. 69

2006 066421

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 AUG -1 PM 3:10

MICHAEL A. BROWN
RECORDER

ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FILING AND ASSIGNMENT OF
ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS

WACHOVIA BANK, NATIONAL ASSOCIATION

to

MORGAN STANLEY MORTGAGE CAPITAL, INC.

Date: June 14, 2006



Return to:
LandAmerica Financial Group, Inc.
Attn: Dennis Vendetti Asset #69
1015 15th Street NW, Suite 300
Washington, DC, 20005

CK#
1867014/501
24.00
D.A.M.

ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FILING AND ASSIGNMENT OF
ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS AND SECURITY DEPOSITS (this "Assignment"), made and entered into as of the 14th day of June, 2006, is by WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at Commercial Real Estate Services, 8739 Research Drive URP 4, NC 1075, Charlotte, NC 28262 ("Assignor"), in favor of MORGAN STANLEY MORTGAGE CAPITAL, a New York corporation, 1221 Avenue of the Americas, New York, New York 10020 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of those certain notes, dated as of June 14, 2006 executed by RLJ II - R HAMMOND, LLC ("Borrower"), and made payable to the order of WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia") in the aggregate stated principal amount of SIX MILLION NINE HUNDRED NINETY TWO THOUSAND AND NO/100 DOLLARS (\$6,992,000.00) (the "Note") in connection with the financing of certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured by the Mortgage and Assignment and 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 Mortgage and 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 Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated as of June 14, 2006 from Borrower to Wachovia ("Mortgage"), encumbering the Premises, together with the notes and bonds secured thereby and intended to be recorded in Lake County, Indiana prior hereto; and

b. That certain Assignment of Leases and Rents and Security dated as of June 14, 2006 from Borrower to Wachovia (the "Assignment of Leases"), assigning to Wachovia all existing and future leases and rents relating to the Premises and intended to be recorded in Lake County, Indiana prior hereto.

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

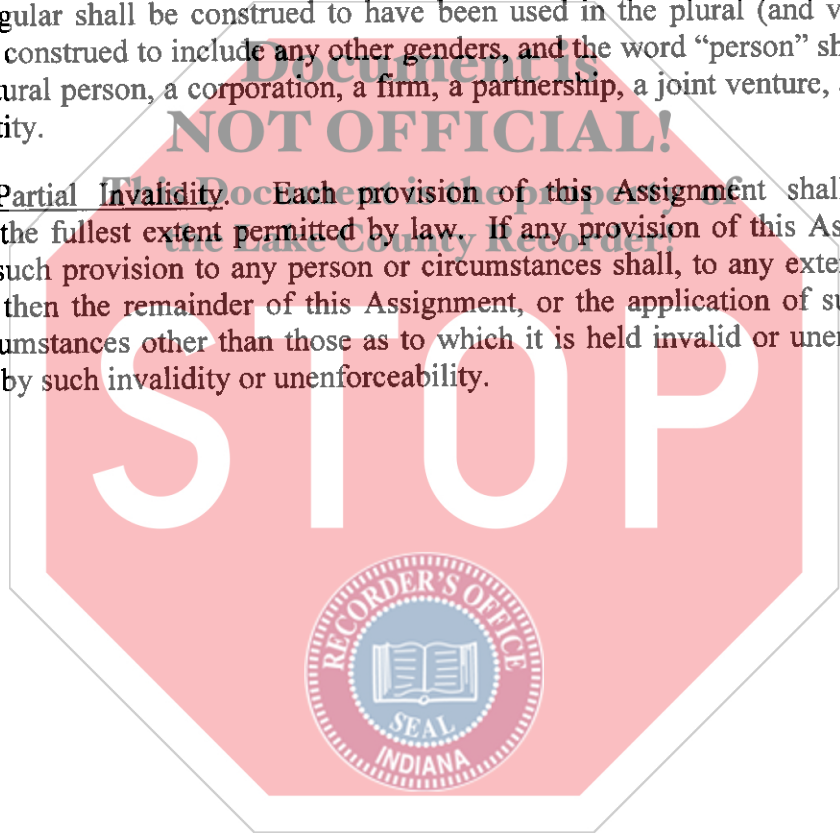
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises is located.

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.

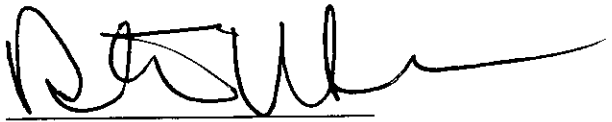
7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder 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:

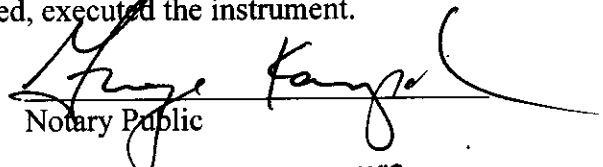
WACHOVIA BANK, NATIONAL
ASSOCIATION

By: 
Name: Pietro Scola
Title: Managing Member



STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 14th day of June in the year 2006 before me, the undersigned, personally appeared Pietro Scola, personally known to me or prove to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

GEORGE KARNOUPAKIS
Notary Public, State of New York
No. 01KA6128850
Qualified in Queens County
Commission Expires June 20, 2009



EXHIBIT A

DESCRIPTION OF PREMISES



Exhibit "A"

Property is located in the County of Lake, State of Indiana, and is described as follows:

Lot 3, Whiteco First Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 82, page 95, in Lake County, Indiana.

Said premises being also described as: Beginning at the Northwest corner of said Lot 3; thence on the following (8) courses along the boundary lines of said Lot 3; (1) South 72°03'59" East 11.02 feet, (2) South 0°00'00" West 34.13 feet, (3) South 89°13'44" East 36.28 feet, (4) South 46°49'00" East 349.51 feet, (5) South 43°11'00" West 277.31 feet, (6) North 47°26'40" West 277.03 feet, (7) North 43°11'00" East 134.77 feet and (8) North 0°00'00" East 193.77 feet to the point of beginning.

