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THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

2008 015551

2008 AUG - 3 PM 2:42  
MICHAEL S. BROWN  
RECORDER

WHEN RECORDED RETURN TO:  
KC WILSON & ASSOCIATES  
23232 PERALTA DR. STE. 119  
LAGUNA HILLS, CA 92653

129 WACHOVIA

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No.: 50-2860386

Wiseway Foods Store

ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND  
FIXTURE FILING (this "Assignment"), is made and entered into as of the 9 day of  
August, 2007, 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  
\_\_\_\_\_, having an office at \_\_\_\_\_ ("Assignee").

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a  
promissory note, dated May 3, 2007 executed by Hobart Ridge Delaware SPE LLC, a Delaware  
limited liability company ("Borrower"), and made payable to the order of Assignor in the stated  
principal amount of Two Million Seven Hundred Fifty Thousand and No/100 Dollars  
(\$2,750,000.00) (the "Note"), which is secured by, among other things, the Security Instrument  
(as hereinafter defined) on that certain real property situated in the City of Hobart, County of  
Lake and State of Indiana ~~as more particularly described on Exhibit A annexed hereto and made~~  
~~a part hereof (the "Premises"); 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 Security Instrument.

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 that  
certain Mortgage, Security Agreement and Fixture Filing, dated as of May 3, 2007 from  
Borrower to Assignor (the "Security Instrument"), encumbering the Premises, together with the

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6709

notes and bonds secured thereby and recorded in the Lake County Clerk's office in Book \* at Page   . Furthermore, Assignor does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof:

*Rec: May. 4, 2005*

*Doc: \* 2007 037052*

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.


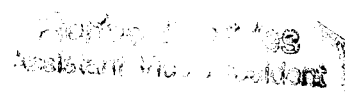
5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder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

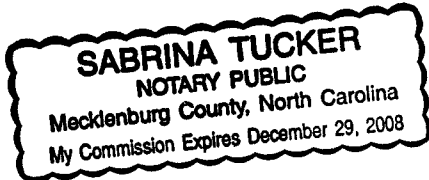


STATE OF NORTH CAROLINA )  
 ) SS.:  
COUNTY OF MECKLENBURG )

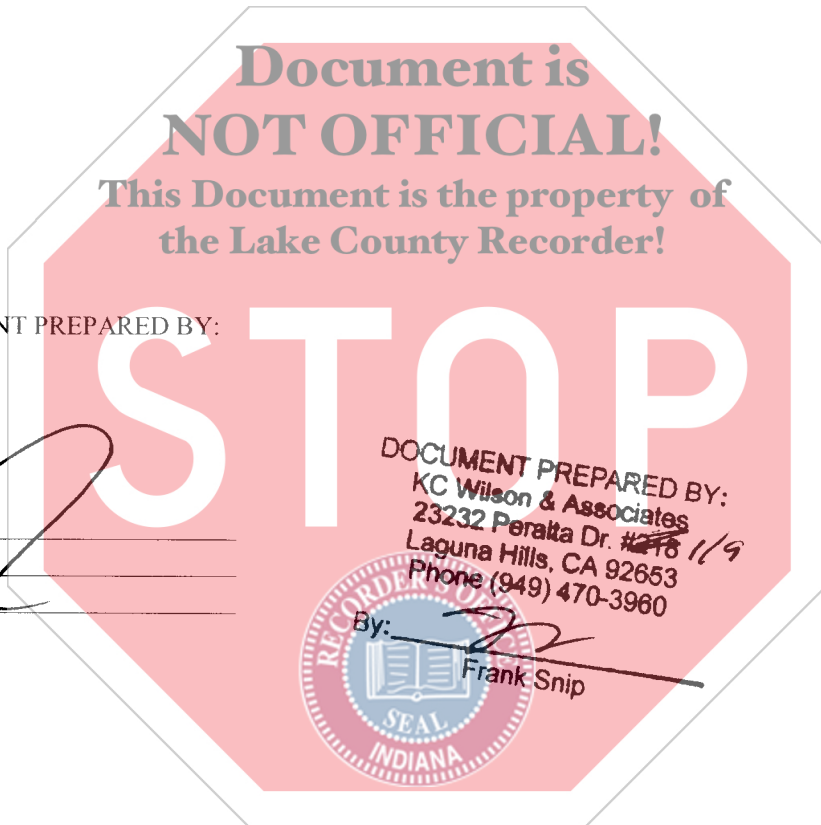
On this 9 day of August, 2007, before me, the undersigned, a Notary Public in and for said County, personally appeared Wachovia Bank, National Association, a national banking association, by Renee D. Sides, its Asst. Vice Pres., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: 12-29-08



Sabrina Tucker  
Notary Public



THIS INSTRUMENT PREPARED BY:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

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

By: [Signature]  
Frank Snip

**"I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security Number in this document unless required by law"**



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**By: Frank Snip**



**Exhibit B**

**Assignee Name and Address**

**Loan number:** 1292007C32

**Property:** Wiseway

**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 2007-C32

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

