

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 SEP 17 11 0:52

MICHAEL A. CROWN
RECORDER

2008 065022

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

KC WILSON & ASSOCIATES
23232 PERALTA DR. STE 119
LAGUNA HILLS, CA 92653

LN 1-270 2007 ESH WACH

DOCUMENT Prepared by
KC Wilson & Associates
23232 Peralta Dr. #~~218~~ 119
Laguna Hills, CA 92653
Phone (949) 470-3960

By: Frank Spis
Frank Spis
Loan No.: 509850788

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ESH Portfolio
Lake County, Indiana

Document is
ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING (INDIANA)

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), is made and entered into as of the 21 day of MAY, 2008 by WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 8739 Research Drive URP - 4, NC 1075, Charlotte, North Carolina 28262, BEAR STEARNS COMMERCIAL MORTGAGE, INC., a New York corporation, having an address at 383 Madison Avenue, New York, New York 10179, and BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255, as grantee (together with their successors and/or assigns, "Assignor"), in favor of SEE ATTACHED EXHIBIT B FOR ASSIGNEE NAME AND ADDRESS, having an office at SEE ATTACHED EXHIBIT B ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Amended, Restated and Consolidated Promissory Note, dated as of June 11, 2007 executed by Borrower (hereinafter defined), and made payable to the order of Assignor in the aggregate principal amount of FOUR BILLION ONE HUNDRED MILLION AND NO/100 DOLLARS (\$4,100,000,000.00) (the "Note"), which is secured by, among other things, the Security Instrument (as hereinafter defined) on that certain real property situated in the County of Lake, State of Indiana as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

Ck# 8500
3200
BJ

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, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 11, 2007 from ESA P PORTFOLIO L.L.C., a Delaware limited liability company, f/k/a BRE/ESA P Portfolio L.L.C., a Delaware limited liability company and ESA PROPERTIES L.L.C., a Delaware limited liability company, f/k/a BRE/ESA Properties L.L.C., a Delaware limited liability company, collectively, as mortgagor (collectively, "Indiana Borrower") (Indiana Borrower together with those other entities set forth along Indiana Borrower on Schedule 1 attached hereto and made a part hereof, individually and collectively, jointly and severally, the "Borrower") and ESA P PORTFOLIO OPERATING LESSEE INC., a Delaware corporation and ESA OPERATING LESSEE INC., a Delaware corporation (collectively, the "Operating Lessee") (Operating Lessee together with Indiana Borrower, the "Mortgagor") to Assignor (the "Security Instrument"), encumbering the Premises, together with the notes and bonds secured thereby and recorded in the Lake County Recorder's office on July 10, 2007 as File Number 2007055585. 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:

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, a national banking association


By: 
Name: **H. Royer Culp, Jr.**
Title: **Director**

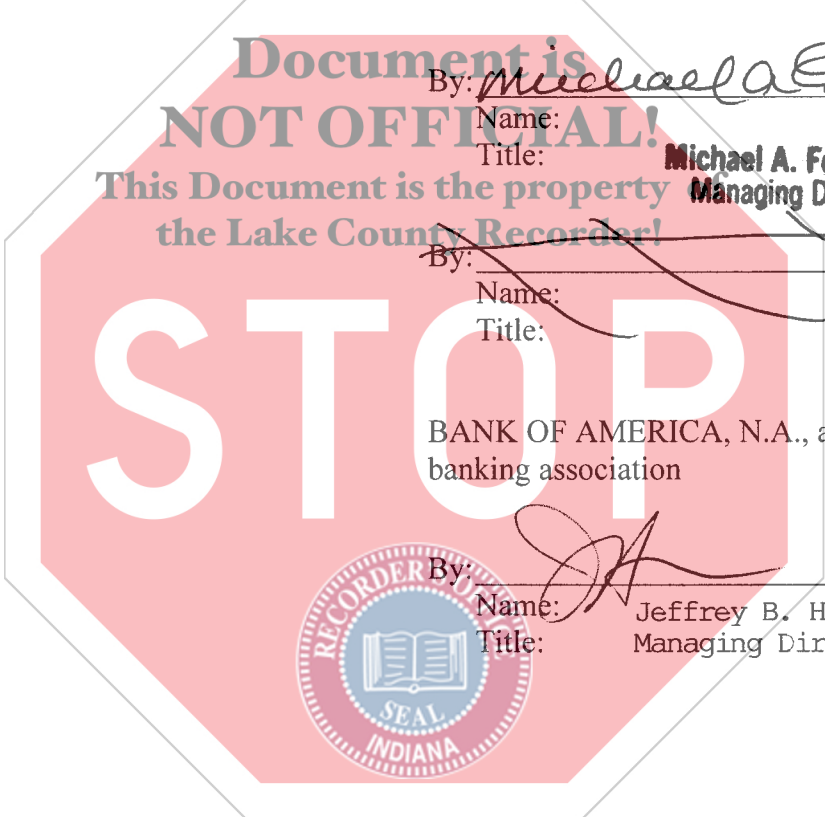
BEAR STEARNS COMMERCIAL
MORTGAGE, INC., a New York corporation

By: 
Name: **Michael A. Forastiere**
Title: **Managing Director**

By: 
Name: _____
Title: _____

BANK OF AMERICA, N.A., a national
banking association

By: 
Name: **Jeffrey B. Hoyle**
Title: **Managing Director**



State of New York)
) SS.:
County of New York)

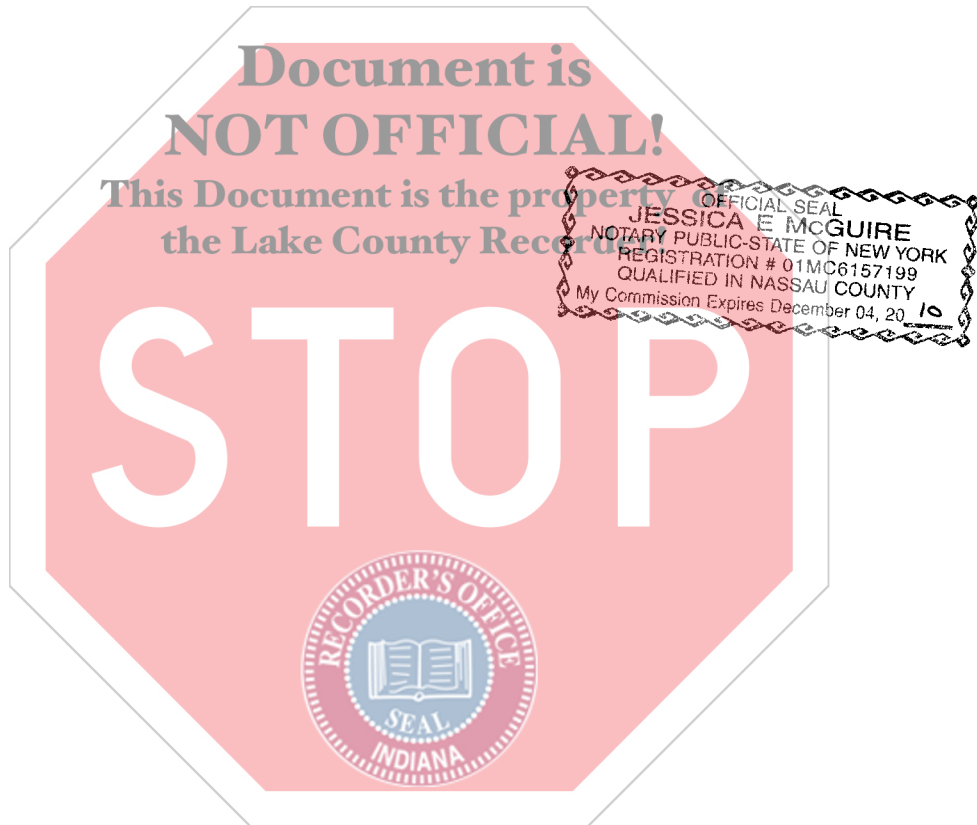
Be it remembered, that on this 6th day of May, 2008, came before me H. Royer Culp, Jr., Director of Wachovia Bank, National Association, a national banking association, who being duly sworn upon oath, did acknowledge execution and delivery of the within instrument to be the act and deed of said Wachovia Bank, National Association for the purposes therein contained.

My Commission Expires: 12/04/10

Jessica E. McGuire
Notary Public

County of Residence: _____

Printed: Jessica E. McGuire



STATE OF NEW YORK)

:ss.

COUNTY OF NEW YORK)

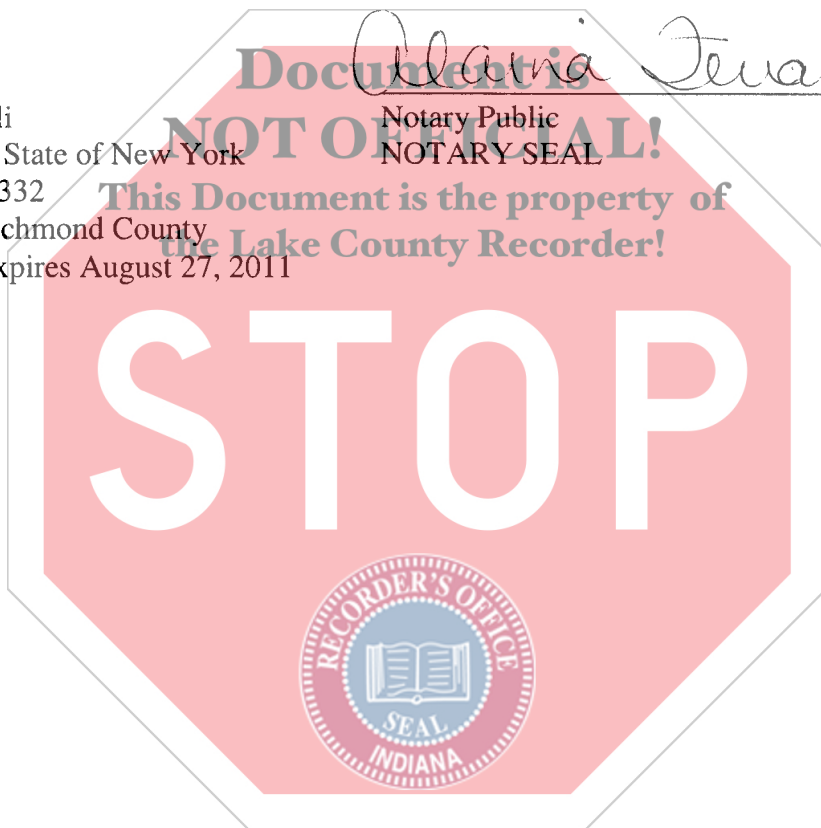
On this 14th day of May, 2008, before me, the undersigned officer, personally appeared Michael A. Forastiere having an address at 383 Madison Avenue, New York, New York 10179, and personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evident to be the Managing Director of **BEAR STEARNS COMMERCIAL MORTGAGE, INC.**, (hereinafter, the "Corporation"), and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself in their authorized capacity as such office(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Alaina Ferraioli
Notary Public, State of New York
No. 01FE6173332
Qualified in Richmond County
Commission expires August 27, 2011

Alaina Ferraioli

Notary Public
NOTARY SEAL



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

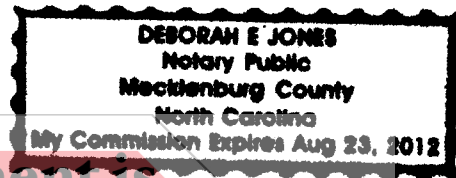
Be it remembered, that on this 21st day of May, 2008, came before me Jeffrey B. Hoyle, Managing Director of Bank of America, N.A., a national banking association, who being duly sworn upon oath, did acknowledge execution and delivery of the within instrument to be the act and deed of said Bank of America, N.A. for the purposes therein contained.

My Commission Expires: August 23, 2012


Notary Public

County of Residence: Mecklenburg

Printed: Deborah E. Jones



Schedule 1

List of Borrowers

ESA 2005 Portfolio L.L.C. f/k/a BRE/ESA 2005 Portfolio L.L.C., a Delaware limited liability company
ESA 2005-San Jose L.L.C. f/k/a BRE/ESA 2005-San Jose L.L.C., a Delaware limited liability company
ESA 2005-Waltham L.L.C. f/k/a BRE/ESA 2005-Waltham L.L.C., a Delaware limited liability company
ESA Acquisition Properties L.L.C. f/k/a BRE/ESA Acquisition Properties L.L.C. , a Delaware limited liability company
ESA Alaska L.L.C. f/k/a BRE/ESA Alaska L.L.C., a Delaware limited liability company
ESA Canada Properties Borrower L.L.C., a Delaware limited liability company
ESA FL Properties L.L.C. f/k/a BRE/ESA FL Properties L.L.C., a Delaware limited liability company
ESA MD Borrower L.L.C. f/k/a BRE/ESA MD Borrower L.L.C., a Delaware limited liability company
ESA MN Properties L.L.C. f/k/a BRE/ESA MN Properties L.L.C., a Delaware limited liability company
ESA P Portfolio L.L.C. f/k/a BRE/ESA P Portfolio L.L.C., a Delaware limited liability company
ESA P Portfolio MD Borrower L.L.C. f/k/a BRE/ESA P Portfolio MD Borrower L.L.C., a Delaware limited liability company
ESA P Portfolio PA Properties L.L.C. f/k/a BRE/ESA P Portfolio PA Properties L.L.C., a Delaware limited liability company
ESA PA Properties L.L.C. f/k/a BRE/ESA PA Properties L.L.C., a Delaware limited liability company
ESA Properties L.L.C. f/k/a BRE/ESA Properties L.L.C., a Delaware limited liability company
ESH/Homestead Portfolio L.L.C. f/k/a BRE/Homestead Portfolio L.L.C., a Delaware limited liability company

ESH/HV Properties L.L.C. f/k/a BRE/HV Properties L.L.C., a Delaware limited liability company
ESH/MSTX Property L.P. f/k/a BRE/MSTX Property L.P., a Delaware limited partnership
ESH/TN Properties L.L.C. f/k/a BRE/TN Properties L.L.C., a Delaware limited liability company
ESH/TX Properties L.P. f/k/a BRE/TX Properties L.P., a Delaware limited partnership



EXHIBIT A

ESA
Site # Site Address

	526	1355 E. 83rd Ave. Merrillville, IN County: Lake
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Part of Lot 2 in Westlake Plaza Unit 2, as shown in Plat Book 63, page 49 and amended by Certificate of Correction recorded March 21, 1989 as Document No. 028087 and further amended by Certificate of Correction recorded June 23, 1989 as Document No. 043392, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the Northeast corner of said Lot 2; thence South 00 degrees 01 minutes 23 seconds West along the East line of said Lot 2, a distance of 299.00 feet; thence North 89 degrees 59 minutes 37 seconds West, parallel with the North line a distance of 455.99 feet to the West line of said Lot 2; thence North 04 degrees 23 minutes 15 seconds West along said West line, a distance of 267.49 feet to a curve; thence Northeasterly 49.43 feet along a curve concave to the Southeast and having a radius of 30 feet to the North line of Lot 2; thence South 89 degrees 59 minutes 37 seconds East, along said North line, a distance of 446.65 feet to the point of beginning, all in the Town of Merrillville, Indiana.

NOT OFFICIAL

This Document is the property of
the Lake County Recorder!

STOP



DECLARATION PAGE

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.

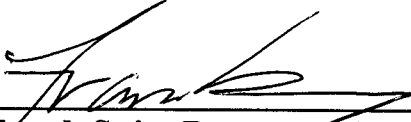
By: 
Frank Snip, Document Preparation



EXHIBIT B

**ASSIGNEE NAME: WELLS FARGO BANK, N.A., AS TRUSTEE IN TRUST
FOR HOLDERS OF WACHOVIA BANK COMMERCIAL
MORTGAGE TRUST COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2007-ESH**

**ASSIGNEE ADDRESS: CMBS DEPARTMENT
1055 10TH AVENUE SE
MINNEAPOLIS, MINNESOTA 55414**

