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Register of Deeds, Douglas County, NE
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2008010230

**ASSIGNMENT OF DEED OF TRUST, SECURITY AGREEMENT AND
FIXTURE FILING**

WACHOVIA BANK, NATIONAL ASSOCIATION

COMMERCIAL REAL ESTATE SERVICES, 8739 RESEARCH DRIVE URP-4 NC 1075, CHARLOTTE, NC 28262
(ASSIGNOR)

to

**WELLS FARGO BANK, N.A., AS TRUSTEE, FOR THE REGISTERED
HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES**

2006-C29

CMBS DEPARTMENT 1055 10TH AVE SE MINNEAPOLIS, MN 55414
(ASSIGNEE)

DOUGLAS CO., NE

PREPARED BY:

**KC WILSON & ASSOCIATES
23232 PERALTA DRIVE, STE. 119
LAGUNA HILLS CA 92653
949-470-3960
LN : 67 WACH 06 C29**

13242

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

WHEN RECORDED RETURN TO:
KC WILSON & ASSOCIATES
23232 PERALTA DR. STE. 119
LAGUNA HILLS, CA 92653
67 WACH 06 C29

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No.: 50-2858048

Tudor Heights Apartments

ASSIGNMENT OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), is made and entered into as of the 3 day of November, 2006, 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 See Exhibit B ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of a promissory note, dated November 3, 2006 executed by McDonnell Tudor, LLC, a Delaware limited liability company, KMD Tudor, LLC, a Delaware limited liability company, and SES BP Tudor, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00) (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 Douglas and State of Nebraska 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 Deed of Trust, Security Agreement and Fixture Filing, dated as of November 3, 2006 from Borrower for the benefit of Assignor (the "Security Instrument"), encumbering the Premises, together with the notes and bonds secured thereby and recorded in the Douglas 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:

* Received 11/3/06 # 2006126552

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: Renée D. Sides

Title: AVF

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

On this 28 day of Feb., 2007, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said county, personally came the above named Renee D. Sides, AV, President of Wachovia Bank, National Association, a national banking association, who is personally known to me to be the identical person whose name is affixed to the above deed as President of said association, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said association.

Witness my hand and notarial seal at Charlotte, NC in said county, the date aforesaid.

My Commission Expires:
10/15/2011

Laura Beth Forrester
Notary Public

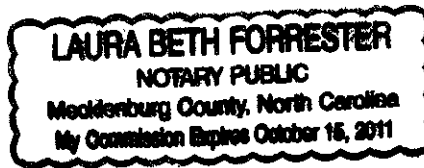


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 15, inclusive, part of Lot 16, and Lots 17 through 22, inclusive, and vacated portions of Birch and Pinkney Streets, in MAPLE HEIGHTS, an Addition to the City of Omaha, as surveyed, platted and recorded, in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 9, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point South 89°53'20" East, 50.0 feet from the Northwest corner of said Section 9, said point also being the Northwest corner of Lot 17, Maple Heights; thence South 89°53'20" East, a distance of 991.55 feet, to a point on the Southwesterly right-of-way line of Old Maple Street; thence South 52°44'25" East, on the Southwesterly right-of-way line of Old Maple Street, 54.77 feet, to a point of curve; thence on a curve to the right (radius being 540.70 feet), on the Southwesterly right-of-way line of Old Maple Street (chord bearing South 25°54'20" East), an arc distance of 500.63 feet; thence South 00°18'35" West, on the West right-of-way line of Old Maple Street, 786.30 feet, to a point of curve; thence on a curve to the left (radius being 183.00 feet), on the Westerly right-of-way line of Old Maple Street (chord bearing South 00°24'20" East), an arc distance of 4.57 feet, to the point of intersection of the North right-of-way line of Bedford Street, said point also being the Southeast corner of Lot 1, Maple Heights; thence North 89°57'05" West, on the North right-of-way line of Bedford Street, 630.06 feet, to the Southeast corner of Lot 16, Maple Heights; thence North 00°02'55" East, a distance of 726.03 feet, to a point that intersects a curve; thence on a curve to the right (radius being 638.00 feet - chord bearing North 38°17'51" West), an arc distance of 28.90 feet; thence North 37°00'00" West, 173.10 feet, to a point on the Southerly right-of-way line of Birch Street, said point also being the Northern most corner of Lot 16, Maple Heights; thence on a curve to the left (radius being 40.00 feet - chord bearing North 37°00'00" West), for an arc distance of 192.32 feet, to a point on the Northerly right-of-way line of said Birch Street; thence South 53°32'46" West, 325.01 feet, along said Northerly right-of-way line, to a point of curve; thence on a curve to the right (radius being 117.94 feet - chord bearing South 71°46'23" West), for an arc distance of 75.04 feet; thence West, 128.78 feet, along said Northerly right-of-way line, to a point on the East right-of-way line of 108th Street, said point also being the Southwest corner of Lot 17, Maple Heights; thence North, along said East right-of-way line, 544.85 feet, to the Point of Beginning.

NOTE: The West line of the Northwest Quarter of said Section 9 assumed North-South in direction.

Exhibit B

Assignee Name and Address

Loan number: 672006C29

Property: Tudor Heights Apartments

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
2006-C29

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