

FILED CUMING CO. NE  
INSTRUMENT NUMBER  
20071707

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Blackwell Sanders Peper Martin LLP  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112  
Attention: Charles D. Horner

2007 OCT 16 PM 1:12

*Bonnie Hoffmann*  
CUMING COUNTY CLERK  
FEE \$ 26.50  
CK ✓ CASH     CHG    

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**ASSIGNMENT OF  
BENEFICIAL INTEREST UNDER DEED OF TRUST, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT;  
ASSIGNMENT OF LEASES AND RENTS; AND ALL OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT; ASSIGNMENT OF LEASES AND RENTS; AND OTHER LOAN DOCUMENTS (this "Assignment"), is made as of the 15 day of October, 2007, by ICA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, with an address at 10740 Nall Avenue, Suite 215, Overland Park, Kansas 66211 ("Assignor"), to UMB BANK, N.A., a national banking association, not individually but as Trustee of the ICA 2007 Loan Trust I formed pursuant to the ICA Mortgage Capital, LLC, Grantor Trust Agreement dated February 1, 2007 ("Assignee").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the delivery of these presents, the receipt and sufficiency of which considerations is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse to the undersigned, and without representations, warranties or covenants, express or implied by the undersigned, all of Assignor's right, title and interest under:

1. That certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement from D & L Development Company, LLC, a Nebraska limited liability company (the "Borrower"), as mortgagor, dated as of October 15, 2007, and recorded on October 16, 2007, as Instrument Number 20071705 in the Official Records of Cuming County, Nebraska (the "Mortgage"), covering the real property more particularly described on Exhibit A attached hereto, securing that certain promissory note in the principal amount of \$1,312,500.00 (the "Note"), dated as of October 15, 2007, made by Borrower payable to the order of Assignor and evidencing a loan made by Assignor to Borrower (the "Loan"), and all right, title and interest of Assignor therein and thereto;

2. That certain Assignment of Leases and Rents from Borrower to Assignor, dated as of October 15, 2007, and recorded on October 16, 2007, as Instrument Number 20071706 in the Official Records of Cuming County, Nebraska, and securing the Note (the "Assignment of Leases"), under which Assignment of Leases Borrower assigned to Assignor all of Borrower's rights, interests, and privileges in and to all leases, licenses, and rental

agreements, together with all rents and other amounts payable in connection therewith, covering or affecting any portion the real property more particularly described on Exhibit A attached hereto; and

3. All of the documents or instruments (other than the Note, the Mortgage, and the Assignment of Leases) now or hereafter executed by Borrower and/or others by or, in favor of Assignor, which evidence or wholly or partially secure or guaranty payment and performance of the Note and Borrower's obligations under the Loan (collectively, the "Security Documents"), including, without limitation, the documents, instruments and other matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed as of the day and year first above written.

ICA Mortgage Capital, LLC, an Illinois limited liability company

By:  \_\_\_\_\_

Name: Kevin Ellis

Title: Manager

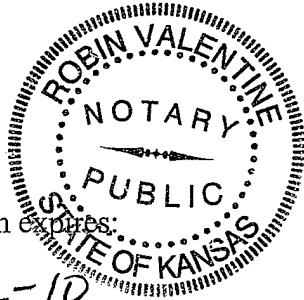
Innovative Capital Advisors, LLC  
Loan Commitment Number 2007-01-1195 dated May 21, 2007  
Loan Number 2007-01-1195

Acknowledgement  
Exhibit A: Legal Description  
Exhibit B: Security Documents

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

BE IT REMEMBERED, that on this 1<sup>st</sup> day of October, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Ellis, a Manager of ICA Mortgage Capital, LLC, an Illinois limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of such limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Robin Valentine  
Notary Public  
Robin Valentine  
Print or Type Name

My commission expires:  
9-22-10

**EXHIBIT A**

Legal Description

The East 48 feet of Lot 3, and all of Lots 4 and 5, West Point Travel Plaza Subdivision, a Subdivision of Part of Addition K, an addition to the City of West Point, Cuming County, Nebraska.

## **EXHIBIT B**

### **Security Documents**

1. Assignment of Agreements, Permits and Contracts
2. Environmental Indemnity Agreement
3. All Guaranties
4. All Agreements relating to operations, maintenance, repairs, replacements, tenant improvements, and/or leasing commissions
5. Conditional assignment of management agreement
6. Tenant Estoppel Certificates
7. All financial statements, credit reports, operating agreements and rent rolls
8. Appraisals
9. Architectural or Engineering inspection reports
10. Environmental site assessments
11. Zoning letters
12. Title insurance commitments, policies, endorsements and insured closing letters
13. Authorizing resolutions of Borrower and related parties
14. All plans and specifications for the Property
15. All legal opinions
16. All rights of Assignor in and to insurance policies