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LISA SMITH RECORDER Madison County, Iowa

INDX ANNO SCAN

Type of Document:

ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Anderson, McCoy & Orta Vanessa A. Orta 100 N. Broadway, Suite 2600 Oklahoma City, OK 73102-8822 (405) 236-0003

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., CORPORATE LEASE-BACKED CERTIFICATES, SERIES 1999-CLF1 having an address at 540 West Madison Street, Mail Code IL 4-540-18-04, Chicago, IL 60661

Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Anderson, McCoy & Orta Vanessa A. Orta 100 N. Broadway, Suite 2600 Oklahoma City, OK 73102-8822 (405) 236-0003

Grantors: **BEDFORD CAPITAL FUNDING CORP.**

Grantees: BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., CORPORATE LEASE-BACKED CERTIFICATES, SERIES 1999-CLF1

Legal Description: See Exhibit A

ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

STAT	§ KNOW ALL MEN BY THESE PRESENTS
COUN	NTY OF HILLSBOROUGH §
	This Assignment of Mortgage and Assignment of Leases and Rents (the "Assignment") is and entered into effective as of April 9, 1998, by BEDFORD CAPITAL FUNDING P., a New Hampshire corporation ("Assignor"), for the benefit of Capital Assignee"), whose address is
1.	BEDFORD CAPITAL FUNDING CORP., a New Hampshire corporation ("Lender"), has previously made a mortgage loan in the principal amount of \$ 265,500.00 dated effective as of March 31, 1998 ("Loan") to Corporate Development, LLC ("Borrower"). The Loan is secured by (i) a mortgage or deed of trust ("Mortgage") ** executed by Borrower dated of even effective date therewith on the property known as N. Railroad St., Truro, I And recorded in the official public records of Madison County, Iowa and (ii) and assignment of leases and rents (the "Assignment of Leases") executed by Borrower dated of even date therewith and recorded in the official public records of Madison County, Iowa both of which cover the real property described on Exhibit A attached hereto. The Loan, Mortgage, Assignment of Leases and any and all other documents evidencing, governing or securing the Loan (the "Loan Documents") are presently held by Assignor; and
2.	Assignor desires to assign, transfer and convey all of its right, title and interest in the Loan, Mortgage, the Assignment of Leases and the Loan Documents to Assignee subject to the provisions of that certain Mortgage Loan Purchase and Sale Agreement (the "MLPA") dated as of June 19, 1997, executed by and between Assignor and Assignee, as amended from time to time.
	NOW, THEREFORE, in consideration of the recitals stated above and other good and ole consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor as follows:
1.	Assignor hereby assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in, to and arising out of the Loan, Mortgage, the Assignment of Leases and the Loan Documents subject to the provisions of the MLPA.
2.	The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.
rewro	deal 4/14/78 or Document No. 3965, Book 197, Bre 526
ne word	Led 419 198 20 Document 20. 396c, Book 197, Pay. 548

This Assignment shall be construed and in force according to the laws of the State of 3. Assignor agrees to execute and deliver to Assignee such other documents as may be 4. reasonably necessary in order to effectuate the transaction contemplated hereby. This Assignment is executed effective as of the date first set out above. **ASSIGNOR:** BEDFORD CAPITAL FUNDING CORP. By: Name: Robert E. Lisk Title: Vice President STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH The foregoing was acknowledged before me on April 1998 by Robert E. Lisk, duly authorized Vice President of Bedford Capital Runding Corp., a New Hampshire corporation, on behalf of such corporation. Notary Public My Commission Expires:

SEARTIN JAMES BAROFF, Notary Public My Commission Expires January 18, 2000

EXHIBIT A

The West 36 feet of Lot Two (2) and the East 48 feet of Lot Three (3) in Block Two (2) of Original Town of Truro, formerly called Ego, in Madison County, Iowa.

Lot Four (4) and the West 18 feet of Lot Three (3) in Block Two (2) of Original Town of Truro, Madison County, Iowa.

SCHEDULE A

BANK OF AMERICA, N.A., AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., CORPORATE LEASE-BACKED CERTIFICATES, SERIES 1999-CLF1, having an address at 540 West Madison Street, Mail Code IL 4-540-18-04, Chicago, IL 60661