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THIS INSTRUMENT PREPARED BY

Richard Madden, Esq. Cadwalader, Wickersham & Taft LLP 227 West Trade Street Charlotte, NC 28202

When recorded mail to: Colleen Conley First American Title 4801 E. Was'iir gton St. Ste. 160 Phoenix, AZ \$5034



Doc#: 0532155100 Fee: \$30,50

Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 11/17/2005 09:59 AM Pg: 1 of 4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property ID No. 758086

ASSICINMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "Assignment"), is made and entered into as of the grade day of JUNE, 2005, by WELLS FARGO FOOTHILL, INC., having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica. California 90404, (solely in its capacity as administrative agent under the Loan Agreement (as defined below) (in such capacity, "Assignor"), in favor of MERRILL LYNCH COMMERCIAL FINANCE CORP., a Delaware corporation, having an office at 4 World Financial Center, 33 Floor, New York, New York 10080 ("Assignee").

WITNESSETH

WHEREAS, that certain Loan and Security Agreement dated as charch 1, 2004 (the "Loan Agreement") was executed by AMERCO, a Nevada corporation, and certain of its subsidiaries (collectively, the "Borrower"), Lenders (as defined in the Loan Agreement, and including Assignor in its capacity as a Lender) and Wells Fargo Foothill, Inc., as the lead arranger, administrative agent, syndication agent and collateral agent, which is secured by, among other things, the Security Instrument (as defined below) on that certain real property situated in the City of Morton Grove, County of Cook and State of Illinois 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 and its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

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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:

- Assignee and its successors and assigns, all of the right, title and interest of Assignor in and to that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of March 1, 2004 from Amerco Real Estate Company to Assignor (the "Security Instrument"), encumbering the Premises, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0412501258. Furthermore, Assignor does hereby grant and delegate to Assignee and its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.
- Limited Representation and Warranty of Assignor. In its capacity as administrative agent the Assignor represents and warrants to Assignee that it holds the Security Instrument as administrative agent and that it has not transferred or assigned any of its interest in or to the Security Instrument. Except for the foregoing representation and warranty, this Assignment is made without any representation or warranty (whether express or implied) by Assignor, and, except with respect to the foregoing representation and warranty, neither Assignee nor its successors or assigns shall have any recourse against Assignor in connection with this Assignment.
- 3. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located.
- 4. <u>Successors and Assigns</u>. 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 small 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.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date above first written.

ASSIGNOR:

WELLS FARGO FOOTHILL, INC., as administrative agent

1: Land Mari

Title: Vice President

STATE OF CAUFOUNT

COUNTY OF hos Angelis

I, the undersigned, a Notary Fuelic in and for said County and State, do hereby certify that Modified the Little Pact of Wells Fargo Foothill, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he/she signed this instrument as his/her free and voluntary act and the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

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UNE

2005

Notary Public

My Commission Expires

Sept 10, Los



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EXHIBIT A

PROPERTY DESCRIPTION

U-Haul #758086

PARCEL NO. 1:

Lot 2 (except the North 34 feet thereof and except that part thereof lying East of the West 33 feet thereof and ying West of a line 40 feet East of and parallel with the center line of Waukegan Road) in George Gabel Heirs Subdivision of that part of the North half of the South two thirds of the South half of Section 18, Township 41 North, Range 13 East of the Third Principal Meridian lying East of the center of the North Branch Road (now Waukegan Road), in Cook County, Illinois.

PARCEL NO. 2:

Lots 3 and 4 in George Gabel Heirs Subdivision of that part of the North half of the South two thirds of the South half of Section 18, Township 41 North, Range 13 East of the Third Principal Meridian, lying Milwaukee and St. Paul Kan.

Common Address: 9009 Waukegan Road, Morton Grove, IL

10-18-310-033-0000

10-014-0000 Meridian, lying East of the center of North Branch Road (except that part conveyed to Chicago,