
ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING

PFP HOLDING COMPANY IV, LLC, as Assignor

to

PFP IV SUB V, LLC, as Assignee

PRIME - NORTHSTAR
LOAN NO. PFP040053
PROPERTY: 3500 Pelham Parkway, Pelham, AL
COUNTY: Shelby

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Aaron Lehrfield, Esq.


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Shelby Cnty Judge of Probate, AL
10/08/2015 09:55:07 AM FILED/CERT

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

KNOW THAT on this September 29, 2015, PFP HOLDING COMPANY IV, LLC, a Delaware limited liability company, having an address at c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 1915, Chicago, Illinois 60601 (together with its successors and assigns, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to PFP IV SUB V, LLC, a Delaware limited liability company, together with its successors and assigns, having an address at c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 1915, Chicago, Illinois 60601 (together with its successors and assigns, "Assignee"), all right, title and interest of Assignor in, to and under or arising out of those documents described (including the applicable recording information, if available) in Exhibit A attached hereto and made a part hereof (collectively, as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Recorded Loan Documents") encumbering the real property situated in Shelby County, Alabama, as more particularly described on Exhibit B attached hereto and made a party hereof.

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

It is expressly understood that this ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, this "Assignment") is made by Assignor and assumed without any recourse, representation or warranty of any kind, express or implied, except to the extent provided in the "Transaction Documents" as defined in the Master Repurchase and Securities Contract, dated as of September 28, 2015, by and among Assignee, as seller, and U.S. Bank National Association, as buyer.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.

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.

This Assignment may be executed in one or more counterparts (and by different parties in separate counterparts), each of which shall be an original but all of which together shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Assignor hereby agrees to execute and deliver such other assignments, instruments, agreements or other documents as Assignee may reasonably request in confirmation of, or in furtherance of, the assignment made hereunder.

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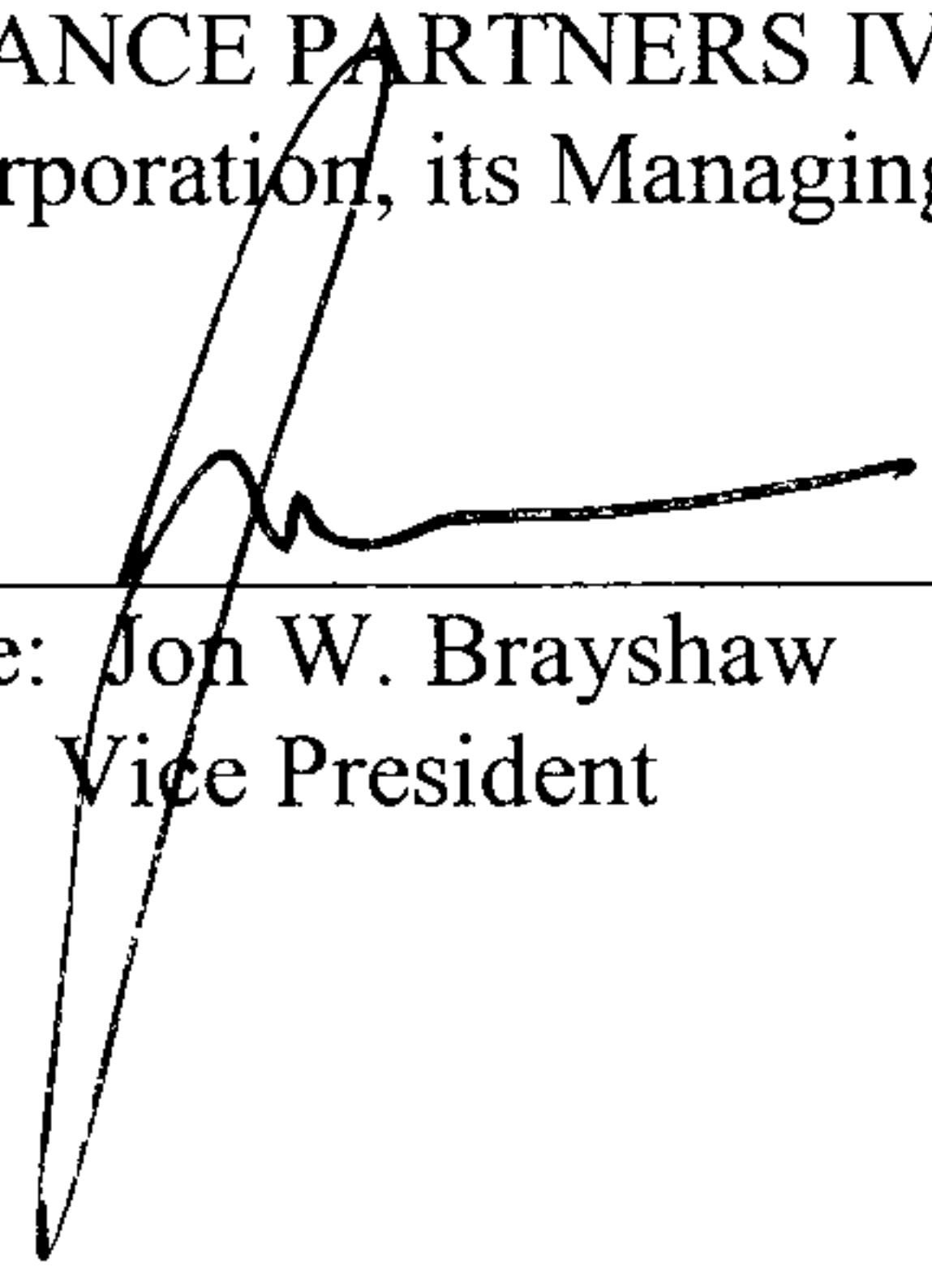
IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date above first written.

ASSIGNOR:

PFP HOLDING COMPANY IV, LLC, a
Delaware limited liability company

By: **PRIME FINANCE PARTNERS IV, INC.**, a
Maryland corporation, its Managing
Member

By:


Name: Jon W. Brayshaw
Title: Vice President

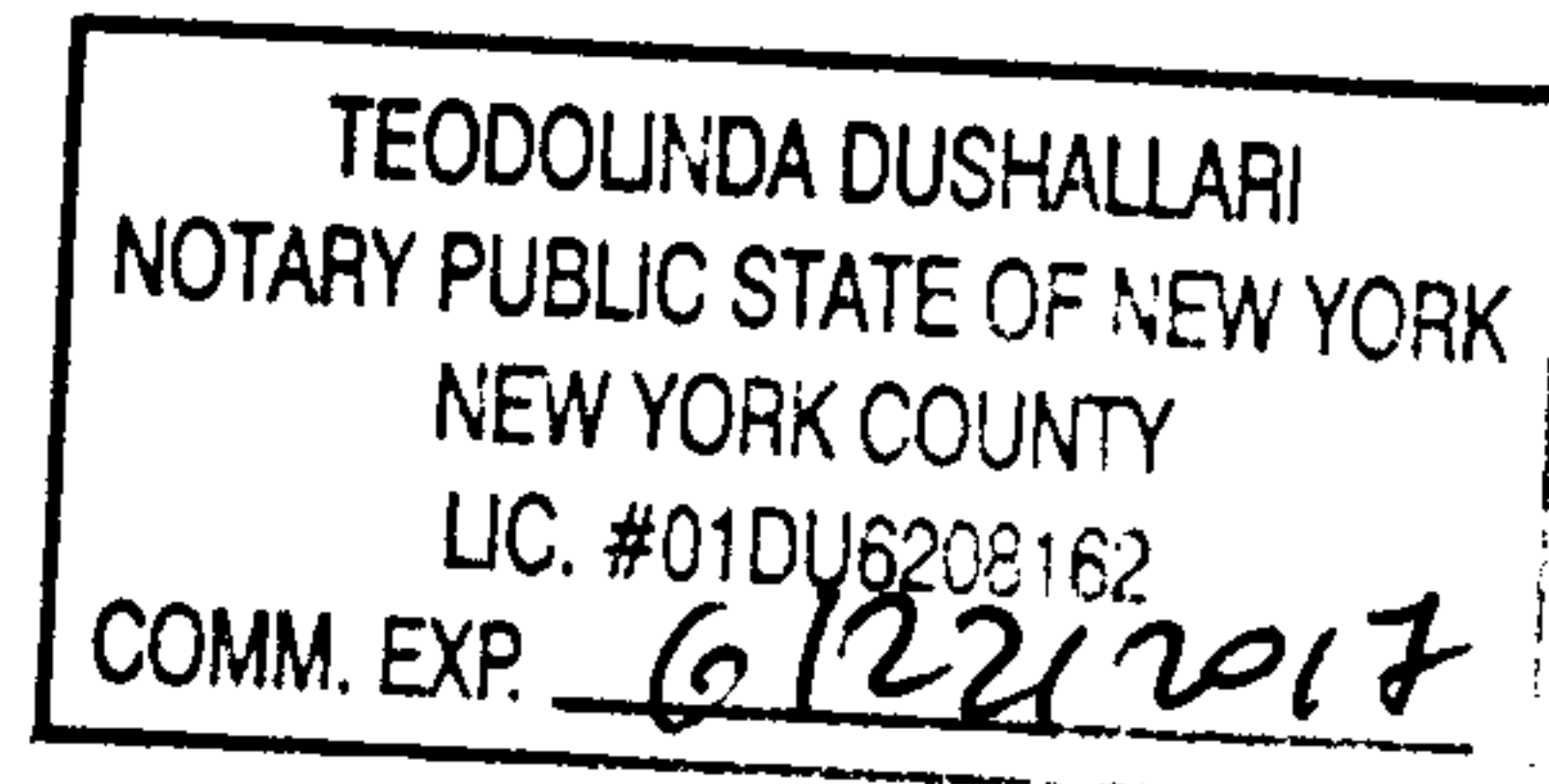

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ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Jon W. Brayshaw, who is the Vice President of PRIME FINANCE PARTNERS IV, INC., a Maryland corporation, the Managing Member PFP HOLDING COMPANY IV, LLC, the Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of September, 2015.



Notary Public

A handwritten signature in black ink, appearing to be "Teodolinda Dushallari", written over a horizontal line.

[NOTARIAL SEAL]

My Commission expires: _____

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EXHIBIT A

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING made by Pelham NCP, LLC to Assignor, dated as of September
29, 2015, and recorded in Shelby County, Alabama on October 8, 2015, as
document no. 20151008000352990


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EXHIBIT B

LEGAL DESCRIPTION

File No.: 213-39167C

LEGAL DESCRIPTION

The land referred to in this policy is situated in the County of Shelby, State of Alabama, and described as follows:

Commencing at the Northwest corner of Section 25, Township 20 South, Range 3 West; thence South 88 degrees 52 minutes 57 seconds East and along the North boundary of the Northwest Quarter of said Section a distance of 574.09 feet; thence South 08 degrees 10 minutes 22 seconds East and leaving said North boundary and run a distance of 513.53 feet; thence South 06 degrees 31 minutes 22 seconds East and run a distance of 452.08 feet; thence South 01 degrees 54 minutes 22 seconds East and run a distance of 190.04 feet; thence South 01 degrees 54 minutes 22 seconds East run a distance of 82.03 feet; thence South 88 degrees 36 minutes 58 seconds East run a distance of 26.47 feet; thence South 02 degrees 03 minutes 13 seconds East run a distance of 89.38 feet to the POINT OF BEGINNING; thence run South 02 degrees 00 minutes 28 seconds East a distance of 525.12 feet; thence run South 04 degrees 05 minutes 10 seconds West a distance of 29.85 feet; thence run South 87 degrees 40 minutes 33 seconds East a distance of 291.57 feet; thence along a curve to the right concave Westerly, with a radius of 4873.00 feet, a delta angle of 2 degrees 25 minutes 16 seconds, with a chord bearing of South 14 degrees 33 minutes 59 seconds West, with an arc length of 205.91 feet, a chord length of 205.90 feet; thence run South 15 degrees 51 minutes 43 seconds West a distance of 182.75 feet; thence run North 87 degrees 08 minutes 15 seconds West a distance of 199.97 feet; thence run South 03 degrees 16 minutes 26 seconds West a distance of 32.26 feet; thence run North 86 degrees 38 minutes 46 seconds West a distance of 52.13 feet; thence run South 02 degrees 48 minutes 45 seconds West a distance of 203.94 feet; thence run South 81 degrees 08 minutes 03 seconds East a distance of 194.00 feet; thence run South 15 degrees 56 minutes 41 seconds West a distance of 28.25 feet; thence run North 81 degrees 06 minutes 49 seconds West a distance of 173.08 feet; thence run South 08 degrees 39 minutes 36 seconds West a distance of 53.04 feet; thence run North 81 degrees 05 minutes 10 seconds West a distance of 480.54 feet; thence along a curve to the left concave Westerly, with a radius of 2899.72 feet, a delta angle of 6 degrees 25 minutes 27 seconds, a chord bearing of North 02 degrees 26 minutes 37 seconds East, an arc length of 325.13 feet, and a chord length of 324.98 feet; thence run North 00 degrees 49 minutes 09 seconds West a distance of 850.04 feet; thence run South 82 degrees 50 minutes 49 seconds East a distance of 126.27 feet; thence run North 88 degrees 02 minutes 23 seconds East a distance of 400.79 feet, which is the point of beginning.

Together with any beneficial real property rights, if any, regarding Ingress/egress and drainage easement dated 5-28-1997 between OTR an Ohio general partnership and Wal-Mart Stores, Inc. recorded in Instrument 1997-23315.

Together with any beneficial real property rights, if any, regarding Easement agreement dated December 31, 1986 between Sherman Holland, Jr. and D&T Associates recorded in Book 107, page 951.

Together with any beneficial real property rights, if any, regarding Covenants, restrictions, easements and agreements contained in Misc. Volume 39, page 573, as amended by First Amendment to contract in Book 49, page 39.

Per Shelby County Tax Assessor records, the following Parcel ID Number has been assigned to the property: Parcel ID: 13-7-25-2-001-007.004



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