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Shelby Cnty Judge of Probate, AL  
09/16/2010 11:59:21 AM FILED/CERT

This document was prepared by  
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Martha R. Bickford  
Martell & Associates  
1718 Connecticut Ave., NW  
Washington, DC 20009

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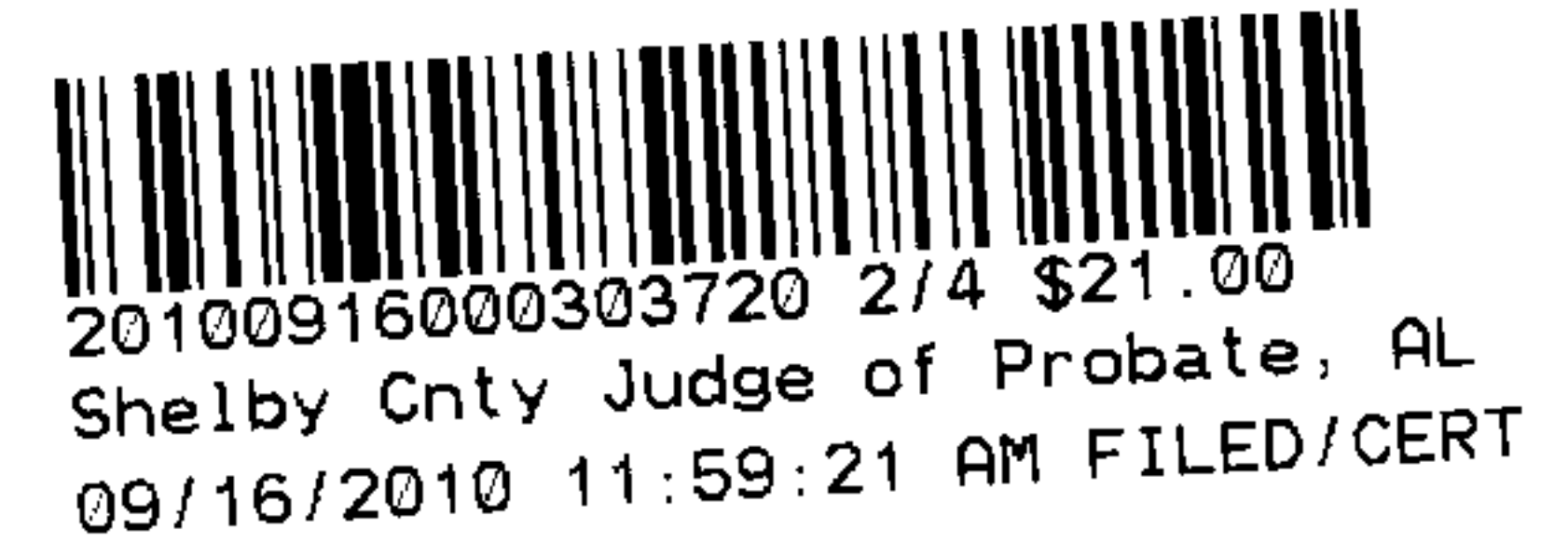
Maplewood Ridge Apartments  
FHA Project No. 062-22033

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, GREYSTONE SERVICING CORPORATION, INC., a Georgia corporation, hereinafter referred to as the Assignor, having its office at 419 Belle Air Lane, Warrenton, Virginia 20186, for value received, does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, hereinafter referred to as the Assignee, having his office at 451 Seventh Street, S.W., Washington, D.C. 20410, all its right, title and interest in and to that certain:

Mortgage Note and Mortgage dated March 12, 2009, executed by Pelham Senior Living Triple Net, LLC, a Delaware limited liability company, each being in the original principal sum of Two Million One Hundred Thirty-Four Thousand Eight Hundred and 00/100 Dollars (\$2,134,800.00), which Mortgage Note was made payable to Greystone Servicing Corporation, Inc., a Georgia corporation, and which Mortgage Note is secured by a Mortgage which was recorded on March 12, 2009, as Instrument No. 20090312000089750, in the Office of the Judge of Probate of Shelby County, Alabama, covering the following property described in Exhibit "A" attached hereto and made a part hereof.



TO HAVE AND TO HOLD THE SAME UNTO SAID SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OF WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT is without recourse or warranty, except that the Assignor hereby warrants that no act or omission of this Assignor has impaired the priority of said Mortgage. The Assignor also warrants that said Mortgage is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such Mortgage regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such Mortgage (except such liens or other matters as have been approved by the Assignee hereunder). As of the execution of this Assignment, the sum of TWO MILLION ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED THIRTY AND 64/100 DOLLARS (\$2,118,230.64), together with the interest accruing at the rate of 6.48% per annum, as provided in the said Note and Mortgage, is actually due and owing under said Note and Mortgage, and there are no offsets or counterclaims thereto, and the Assignor has a good right to assign the said Note and Mortgage.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this 26<sup>th</sup> day of August, 2010.

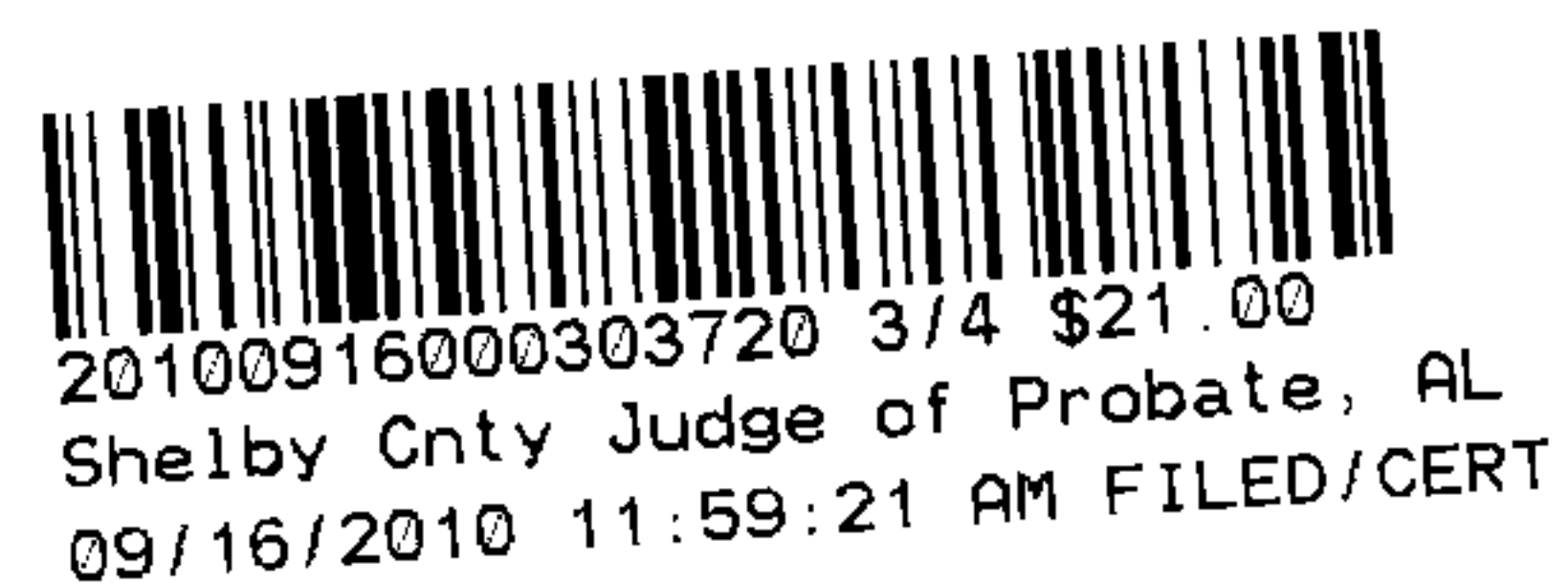
GREYSTONE SERVICING CORPORATION, INC.

By: Debi Martin  
Debi Martin  
Vice President

[CORPORATE SEAL]

ATTEST:


Leslie F. Danning  
Name: Leslie F. Danning  
Title: Assistant Secretary



COMMONWEALTH OF VIRGINIA )  
 ) ss:  
COUNTY OF FAUQUIER )

On this the 20<sup>th</sup> day of August, 2010, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Debi Martin, who, upon oath, acknowledged herself to be a Vice President of Greystone Servicing Corporation, Inc., a corporation, and that she, as such officer, being authorized so to do, executed the foregoing instrument for and in behalf of the corporation, and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

[NOTARY SEAL]

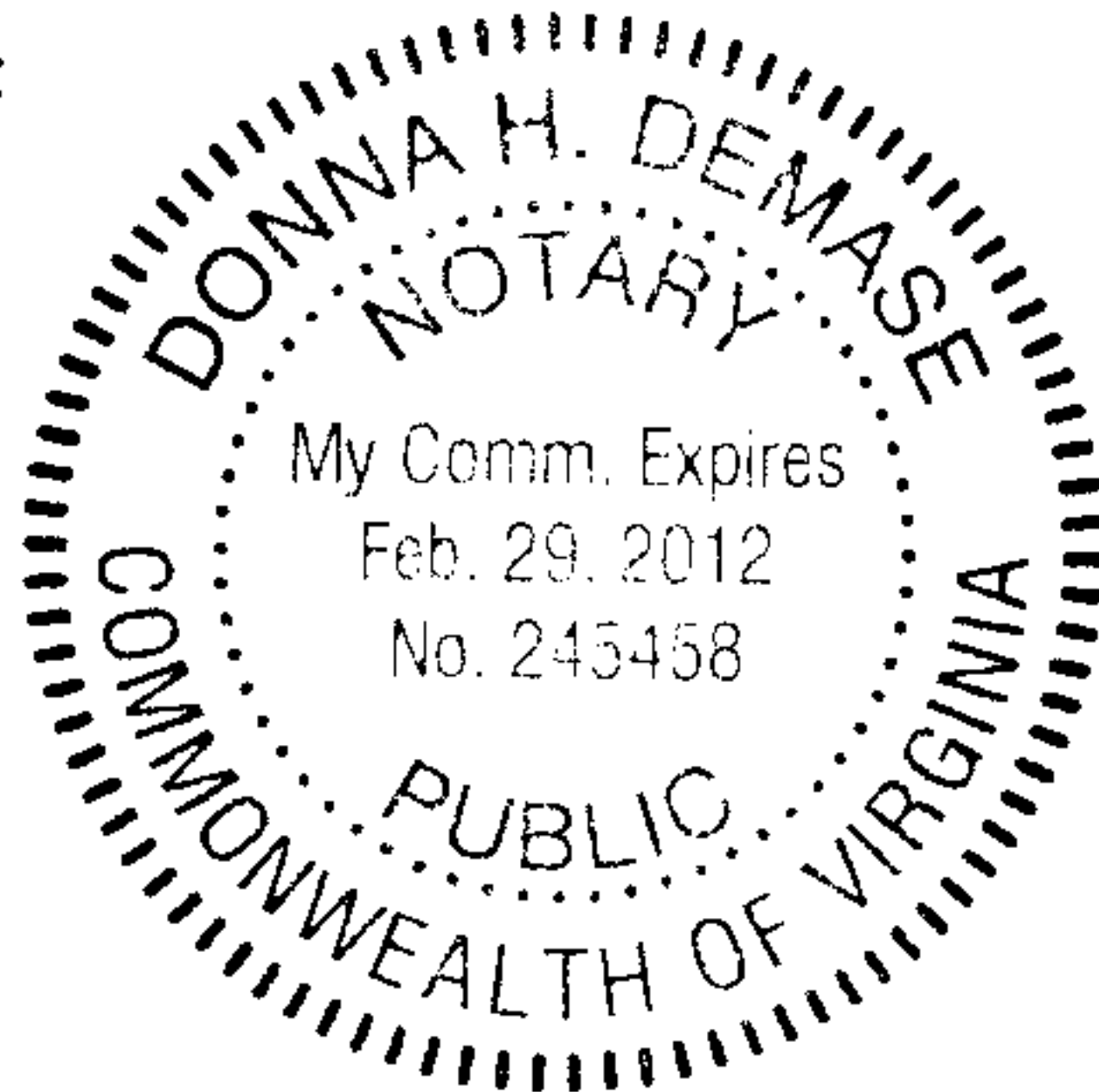




EXHIBIT "A"

Legal Description of Real Property

A part of Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, Township 19 South, Range 3 West; thence run West along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section 138.44 feet to an existing iron pin and the point of beginning; thence continue West along the last described course 324.18 feet; thence turn right 116 degrees 32 minutes 26 seconds and run Northeasterly 247.63 feet to a point on the Southwesterly Right of Way of Old Montgomery Highway; thence turn right 92 degrees 00 minutes 07 seconds and run Southeasterly along said Right of Way line 294.56 feet; thence turn right 90 degrees 42 minutes 00 seconds and run Southwesterly 92.59 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying within a road Right-Of-Way.