


20121130000459540 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/30/2012 03:07:05 PM FILED/CERT

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

UNION CAPITAL INVESTMENTS, LLC,
a Florida limited liability company
(ASSIGNOR)

to

C-III COMMERCIAL MORTGAGE LLC,
a Delaware limited liability company
(ASSIGNEE)

Dated: November 30, 2012

Property Keystone MHP
Address: 1564 Kent Dairy Road
Alabaster, Alabama

County: Shelby

**THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:**

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attention: Christopher T. Nixon, Esq.

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

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), is made as of the 30th day of November, 2012 by **UNION CAPITAL INVESTMENTS, LLC**, a Florida limited liability company, having an office located at 3490 Piedmont Road, Suite 660, Atlanta, Georgia 30305 ("Assignor") to **C-III COMMERCIAL MORTGAGE LLC**, a Delaware limited liability company, having an office at 5221 N. O'Connor Boulevard, Suite 600, Irving, Texas 75039 ("Assignee").

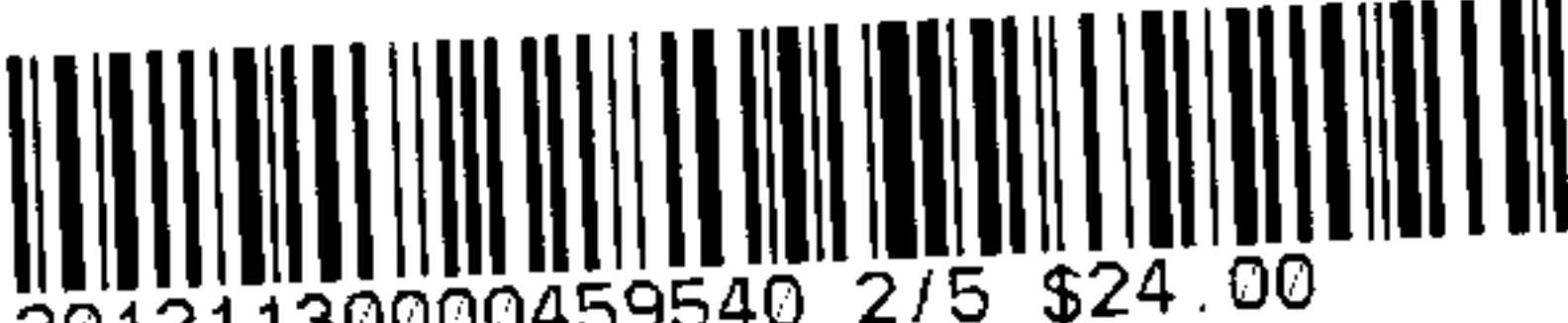
KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States and other good and valuable consideration, to it in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, without recourse to the Assignor and without representations, warranties or covenants, express or implied (except as set forth in that certain Mortgage Loan Purchase Agreement, dated as of November 30, 2012, between Assignor and Assignee), Assignor's interest under:

(i) that certain Mortgage, Security Agreement and Assignment of Leases and Rents (the "Security Instrument"), from **KEYSTONE, L.L.C.**, an Alabama limited liability company (the "Borrower") to Assignor, mortgagee, dated as of November 30, 2012 and recorded on Nov. 30, 2012, as Instrument No. *20121130000459510 and in Book _____, Page _____, Shelby County, Alabama and covering the real property more particularly described on Exhibit A attached hereto, and all right, title and interest of Assignor therein and thereto; and

*20121130000459510
(ii) that certain Assignment of Leases and Rents (the "Assignment of ALR"), from Borrower to Assignor, as mortgagee, dated as of November 30, 2012 and recorded on Nov. 30, 2012 as Instrument No. *20121130000459520 and in Book _____, Page _____, Shelby County, Alabama and covering the real property more particularly described on Exhibit A attached hereto, and all right, title and interest of Assignor therein and thereto;

*20121130000459520
TOGETHER WITH the note or notes described or referred to in the Security Instrument, the money due and to become due thereon with interest, and all rights accrued or to accrue under the Security Instrument and Assignment of ALR, and all other instruments, documents, certificates and letters executed in connection therewith.

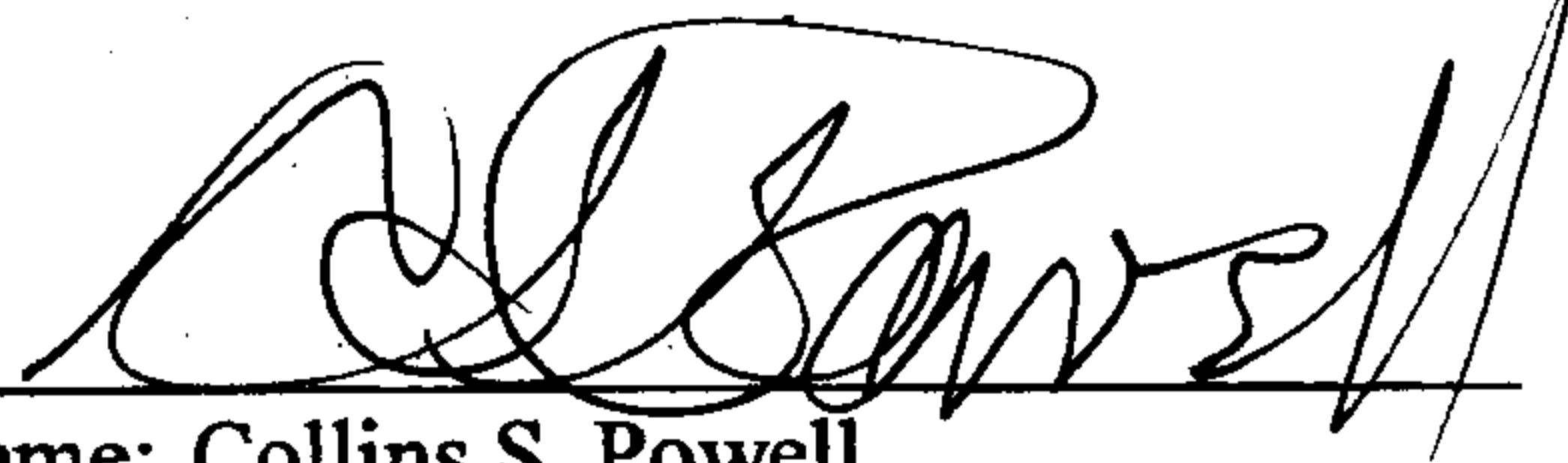
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.


20121130000459540 2/5 \$24.00
Shelby Cnty Judge of Probate: AL
11/30/2012 03:07:05 PM FILED/CERT

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

ASSIGNOR:

UNION CAPITAL INVESTMENTS, LLC,
a Florida limited liability company

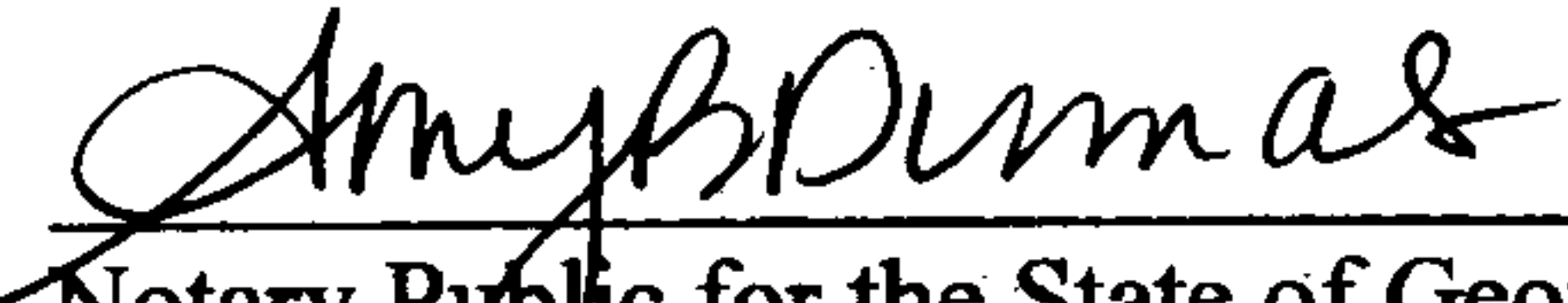
By: 

Name: Collins S. Powell

Title: President

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The foregoing instrument was ACKNOWLEDGED before me this 27th day of November, 2012 by COLLINS S. POWELL, the President of UNION CAPITAL INVESTMENTS, LLC, a Florida limited liability company, on behalf of said limited liability company.



Notary Public for the State of Georgia

My commission expires: 7/17/2016

[seal]

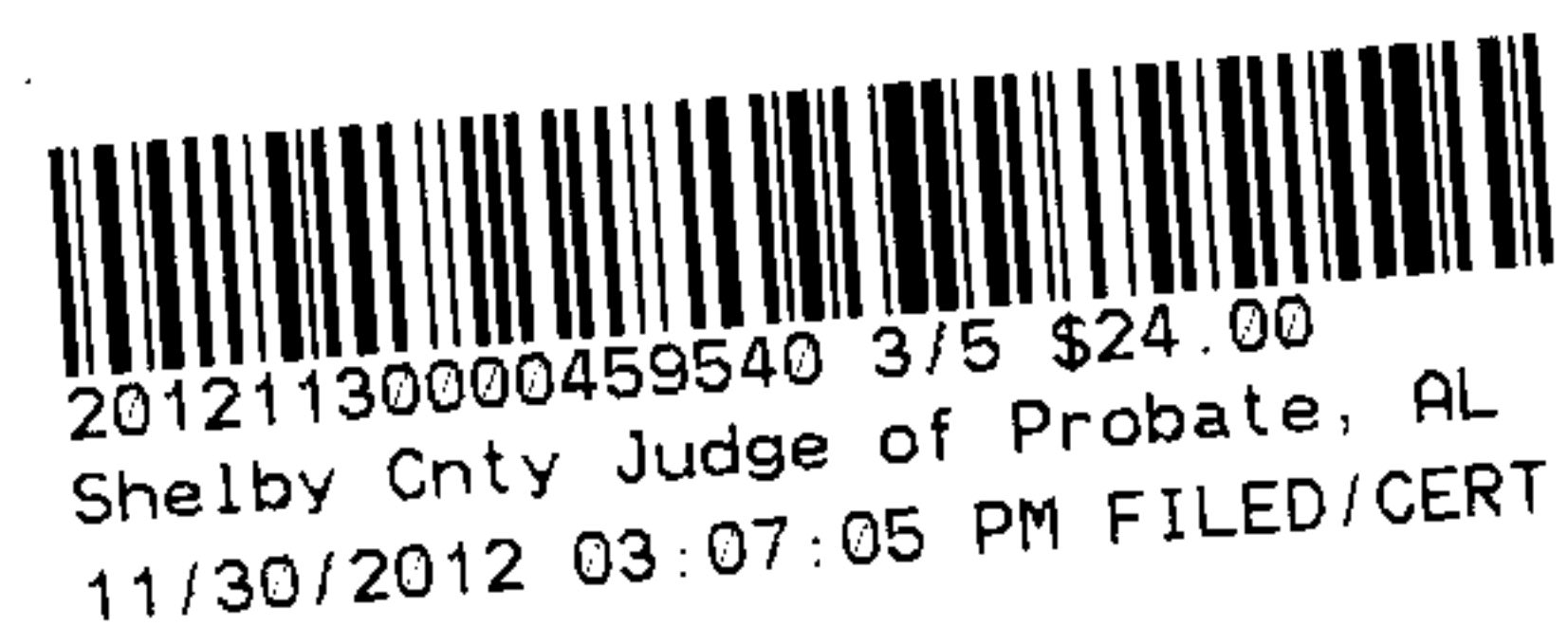
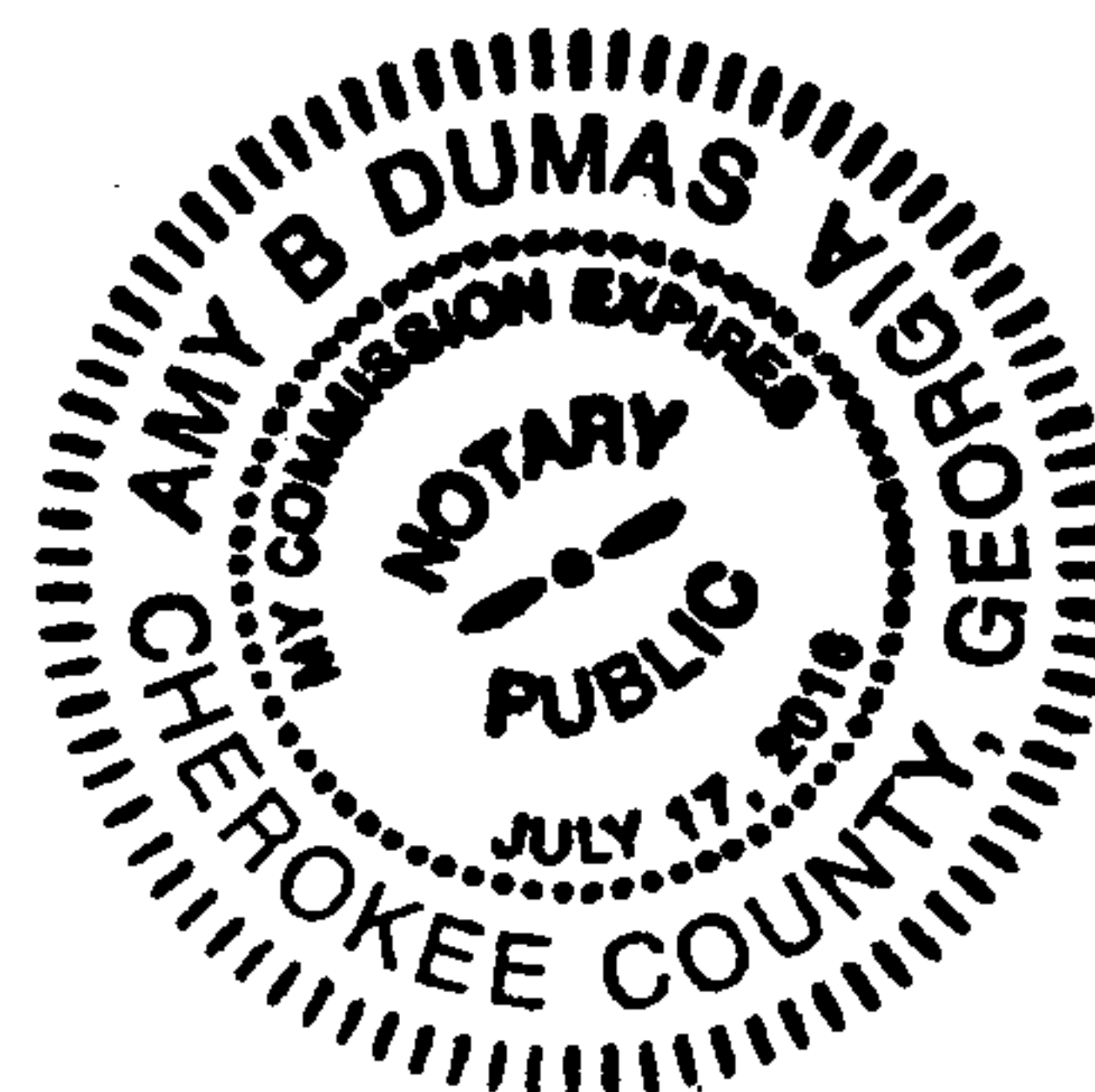


EXHIBIT A

LEGAL DESCRIPTION

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Shelby County, Alabama and being more particularly described as follows:

PARCEL I:

Commence at the Northeast corner of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North 90 degrees, 00 minutes, 00 seconds west along the north line of said Section 15 a distance of 2,006.79 feet to a point; thence run south 01 degrees, 37 minutes, 57 seconds east a distance of 65.23 feet to a capped steel rebar corner on the south right of way line of Shelby County Highway No. 26 and the point of beginning of the property being described; thence run south 01 degrees, 37 minutes, 57 seconds east along the west line of a twenty foot wide access easement a distance of 232.30 feet to a capped steel rebar corner; thence run south 83 degrees, 58 minutes, 15 seconds west a distance of 111.11 feet to a capped steel rebar corner; thence run south 01 degrees, 31 minutes, 55 seconds east a distance of 160.00 to a capped steel rebar corner; thence run north 83 degrees, 58 minutes, 14 seconds east a distance of 111.10 feet to a capped steel rebar corner; thence run south 01 degrees, 31 minutes, 57 seconds east along the same said west line of same said access easement a distance of 857.32 feet to a capped steel rebar corner on an existing fence line; thence run south 89 degrees, 09 minutes, 11 seconds west on, along and/or very near an existing wire fence a distance of 820.15 feet to a steel rebar corner; thence run north 01 degrees, 32 minutes, 09 seconds west along an existing fence line a distance of 859.68 feet to a steel rebar corner; thence run south 88 degrees, 41 minutes, 46 seconds east along and/or very near an existing fence line a distance of 249.95 feet to a steel rebar corner; thence run north 01 degrees, 32 minutes, 09 seconds west along an existing fence line a distance of 420.85 feet to a capped steel rebar corner on the south right of way line of Shelby County Highway No. 26; thence run South 88 degrees, 41 minutes, 17 seconds east along said right of way line a distance of 571.30 feet to the point of beginning.

PARCEL II:

Commence at the Northeast corner of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence north 90 degrees, 00 minutes, 00 seconds west along the north line of said section 15 a distance of 1,323.95 feet to a point; thence run south 01 degrees, 40 minutes, 56 seconds east a distance of 80.75 feet to a steel rebar corner on the south right of way line of Shelby County Highway No. 26 and the point of beginning of the property being described; thence run south 01 degrees, 31 minutes, 32 seconds east a distance of 1,235.68 feet to a capped steel rebar corner; thence run north 89 degrees, 52 minutes, 05 seconds west along an existing fence line a distance of 331.57 feet to a capped steel rebar corner; thence run north 01 degrees, 26 minutes, 05 seconds west a distance of 132.28 feet to a steel rebar corner; thence run south 89 degrees, 23 minutes, 42 seconds west a distance of 331.56 feet to a steel rebar corner in an asphalt surfaced access road; thence run north 01 degrees, 31 minutes, 57 seconds west along the easterly line of said asphalt surfaced access road a distance of 670.04 feet to a capped steel rebar corner; thence run north 87 degrees, 53 minutes, 18 seconds east a distance of 331.19 feet



to a two (2") inch open top pipe corner; thence run north 01 degrees, 33 minutes, 54 seconds west a distance of 303.34 feet to a capped steel rebar corner; thence run north 88 degrees, 18 minutes, 09 seconds east a distance of 117.39 feet to capped steel rebar corner; thence run north 01 degrees, 48 minutes, 16 seconds west a distance of 121.89 feet to a P.K. nail corner in asphalt on the south right of way line of same said Highway 26; thence run south 88 degrees, 43 minutes, 36 seconds east along said right of way line a distance of 215.31 feet to the point of beginning.

PARCEL III:

Commence at the Northeast corner of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama and run thence north 90 degrees, 00 minutes, 00 seconds west along the north line of said Section 15 a distance of 2,006.79 feet to a point; thence run south 01 degrees, 37 minutes, 57 seconds east along the west line of a twenty foot wide access easement a distance of 297.53 feet to a capped steel rebar corner and the point of beginning of the property being described; thence run south 83 degrees, 58 minutes, 15 seconds west a distance of 111.11 feet to a capped steel rebar corner; thence run south 01 degrees, 31 minutes, 55 seconds east a distance of 160.00 feet to a capped steel rebar corner; thence run north 83 degrees, 58 minutes, 14 seconds east a distance of 111.10 feet to a capped steel rebar corner; thence run north 01 degrees, 31 minutes, 57 seconds west along the same said west line of same said access easement a distance of 160.00 feet the point of beginning.



20121130000459540 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
11/30/2012 03:07:05 PM FILED/CERT