

When recorded, return to:

Edwin C. Cox, Esquire
Troutman Sanders LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

Riverchase Gardens Apartments

**ASSIGNMENT OF SECURITY INSTRUMENT
(MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING)**

CAPITAL ONE MULTIFAMILY FINANCE, LLC, a Delaware limited liability company, whose address is 7600 Wisconsin Avenue, Suite 800, Bethesda, Maryland 20814, Attention: Asset Management ("**Lender**"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns and delivers to **FANNIE MAE**, a corporation organized under the laws of the United States of America, whose address is c/o Capital One Multifamily Finance, LLC, 7600 Wisconsin Avenue, Suite 800, Bethesda, Maryland 20814, Attention: Asset Management, its successors, participants and assigns, all right, title and interest of Lender in and to the following:

A Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, among The Overlook Apartments Hoover, LLC, a Georgia limited liability company (the "**Borrower**"), and Lender, as Mortgagee, dated as of the 27th day of June, 2014, and recorded immediately prior hereto, in the Probate Records of Shelby County, Alabama, securing the payment of a Multifamily Note, dated as of the 27th day of June, 2014, in the original principal amount of \$12,607,000.00 made by the Borrower, payable to the order of Lender, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which assignor hereunder possesses or to which assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the state in which the aforementioned instrument was recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Lender has caused its name to be signed hereto by Anita S. Clarke, its Vice President, and does hereby appoint said Anita S. Clarke its authorized officer to execute, acknowledge and deliver these presents on its behalf, all done as of this 27th day of June, 2014.



20140627000196540 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:34 PM FILED/CERT

**CAPITAL ONE MULTIFAMILY FINANCE,
LLC, a Delaware limited liability company**

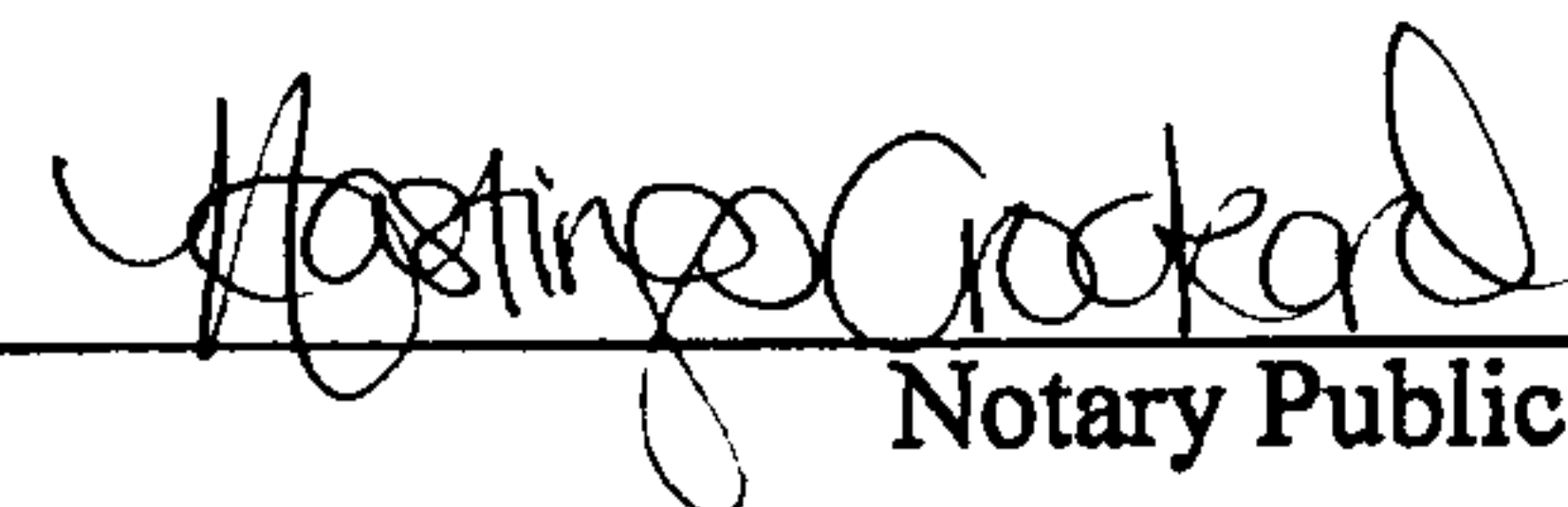
By: 
Anita S. Clarke
Vice President

STATE OF MARYLAND, MONTGOMERY County ss:

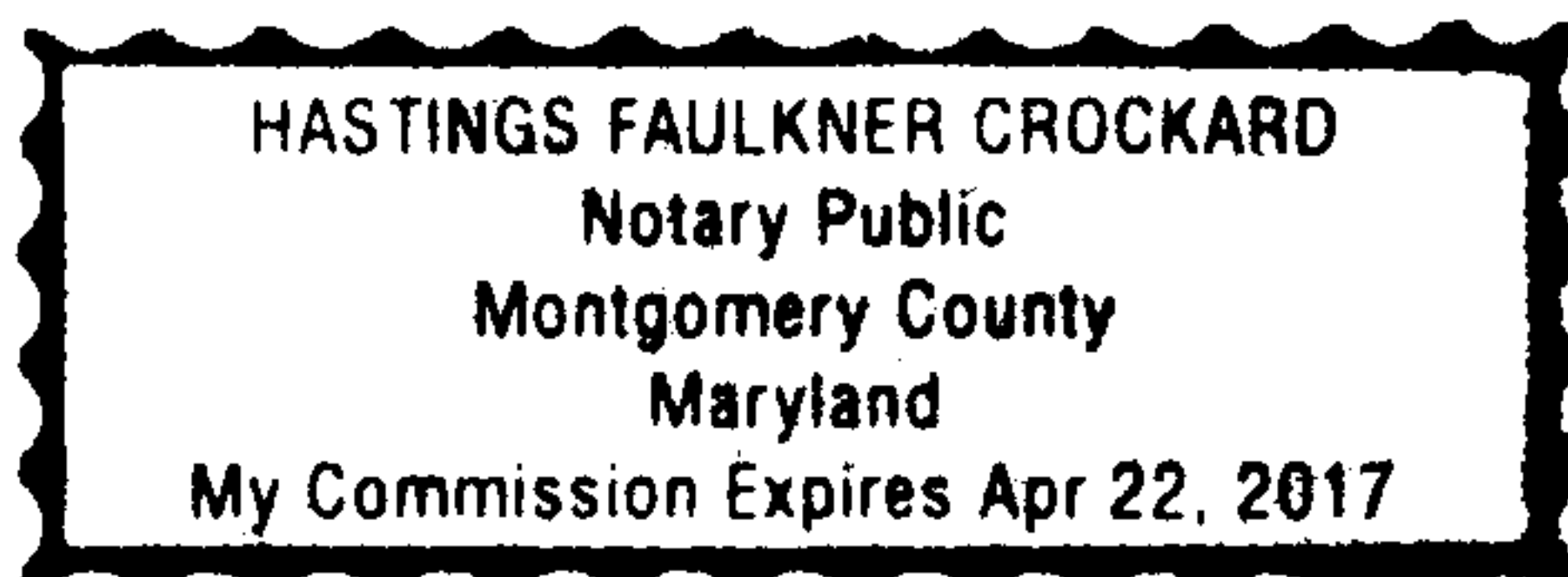
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anita S. Clarke, whose name as Vice President of Capital One Multifamily Finance, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she as such Vice President and with full authority, executed the same voluntarily, on behalf of said Capital One Multifamily Finance, LLC.


Given under my hand this the 20th day of JUNE, 2014.

(SEAL)


Notary Public

My commission expires: April 22, 2017




20140627000196540 2/3 \$20.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:34 PM FILED/CERT

**EXHIBIT A
TO THE ASSIGNMENT OF SECURITY INSTRUMENT**

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 1, according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, Page 153, in the Probate Office of Shelby County, Alabama.

PARCEL H:

Lot 2, according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

PARCEL HI:

Easement for the benefit of Parcel II as created by that certain Easement dated December 13, 1983, and recorded in Real 2571, Page 628 and refiled by Real 99, Page 911, for the purpose of a sanitary sewer pipeline.

PARCEL IV:

Easement for the benefit of Parcel II as created by that certain Easement dated 11-30-83, recorded in Real 2429, Page 31 and refiled in Real 85, Page 53, for the purpose of a sanitary sewer pipeline.

PARCEL V:

Easement for the benefit of Parcel H as created by that certain Easement recorded in Shelby Real 351, Page 963, in said Probate Office.

PARCEL VI:

Appurtenant Easement referenced in Section 6.2 of the Restrictive Covenants recorded in Misc. Book 19, Page 633, in said Probate Office.



20140627000196540 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
06/27/2014 03:18:34 PM FILED/CERT