

20141120000364980
11/20/2014 09:19:16 AM
ASSIGN 1/4

**ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

GS COMMERCIAL REAL ESTATE LP, a Delaware limited partnership
(Assignor)

to

GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership
(Assignee)

County of Shelby
State of Alabama

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

**ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

GS COMMERCIAL REAL ESTATE LP, a Delaware limited partnership, having an address at 6011 Connection Drive, Suite 550, Irving, TX 75039, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, having an address at 200 West Street, New York, NY 10282, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT AND FIXTURE FILING made by MK-MENLO PROPERTY OWNER LLC, a Delaware limited liability company to Assignor dated as of May 1, 2014 and recorded on May 16, 2014, as Instrument Number 20140516000148050 in the Recorder's Office of Shelby County, Alabama (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$102,699,000.00, 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 and claims secured thereby and all sums of money due and to become due thereon, with 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 binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 9th day of September, 2014.

WITNESSES:

Leah Nivison
Name: Leah Nivison

Chris Graham
Name: Chris Graham

**GS COMMERCIAL REAL ESTATE LP,
a Delaware limited partnership**

By: MSMC, Inc., a Delaware corporation,
its General Partner

By: J. Theodore Borter
Name: J. Theodore Borter
Title: Authorized Signatory

STATE OF NEW YORK

§
§
§

COUNTY OF NEW YORK

On the 9th day of September, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared J. Theodore Borter, who acknowledged himself to be the Authorized Signatory of MSMC, Inc., a Delaware corporation, General Partner of GS Commercial Real Estate LP, a Delaware limited partnership, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Artrisa Y. Williams
Notary Public

My Commission Expires:

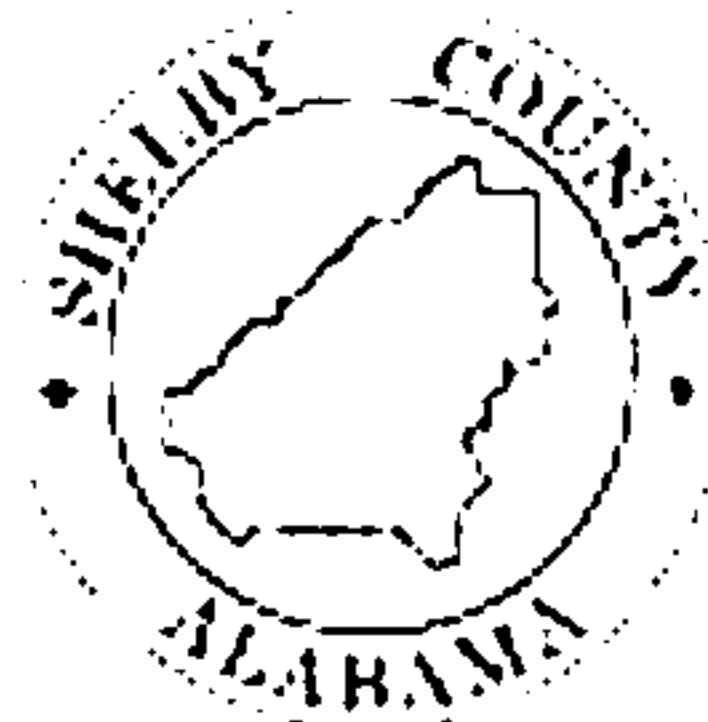
ARTRISA Y. WILLIAMS
Notary Public, State of New York
No. 01WI6124039
Qualified in New York County
Commission Expires May 24, 2017

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or parcel of land situated in the Northwest quarter of Section 15, Township 19 South, Range 2 West, in the City of Birmingham, County of Shelby, State of Alabama, more particularly described as follows:

Lot 1, according to the map of Valleydale Rite Aid Survey as recorded in Map Book 36, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/20/2014 09:19:16 AM
\$23.00 CHERRY
20141120000364980

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.