

20150113000013570
01/13/2015 02:59:33 PM
ASSIGN 1/11

PREPARED BY AND
UPON RECORDATION RETURN TO:
WINSTEAD PC
201 NORTH TRYON ST., SUITE 2000
CHARLOTTE, NC 28202
RETURN TO:
OS NATIONAL LLC
2160 SATELLITE BLVD.,
SUITE 160
DULUTH, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

B2R FINANCE L.P.,
a Delaware limited partnership,

to

B2R REPO SELLER 1 L.P.,
a Delaware limited partnership

Dated: As of November 18, 2014

State: Alabama

County: Jefferson; Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 18th day of November, 2014, is made by **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R REPO SELLER 1 L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of November 18, 2014, executed by **CS EQUITY PARTNERS II, LLC**, an Alabama limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of One Million Two Hundred Eighty One Thousand Five Hundred Twenty Five and No/100 Dollars (\$1,281,525.00) (the "Note") in connection with certain real property and improvements located thereon situated in the Counties of Jefferson and Shelby, State of Alabama, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 18, 2014, executed by Borrower for the benefit of Assignor, as lender, and recorded on November 19, 2014 in the Real Property Records of the County of Shelby, State of Alabama, as Document No. 20141119000363960 (the "Security Instrument"), in respect of the Premises.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

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

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

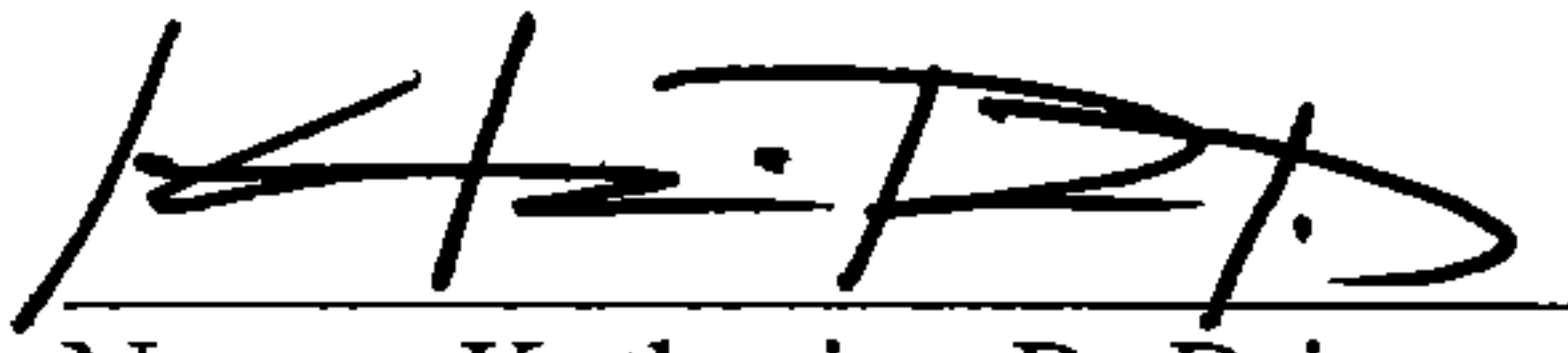
8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder 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.

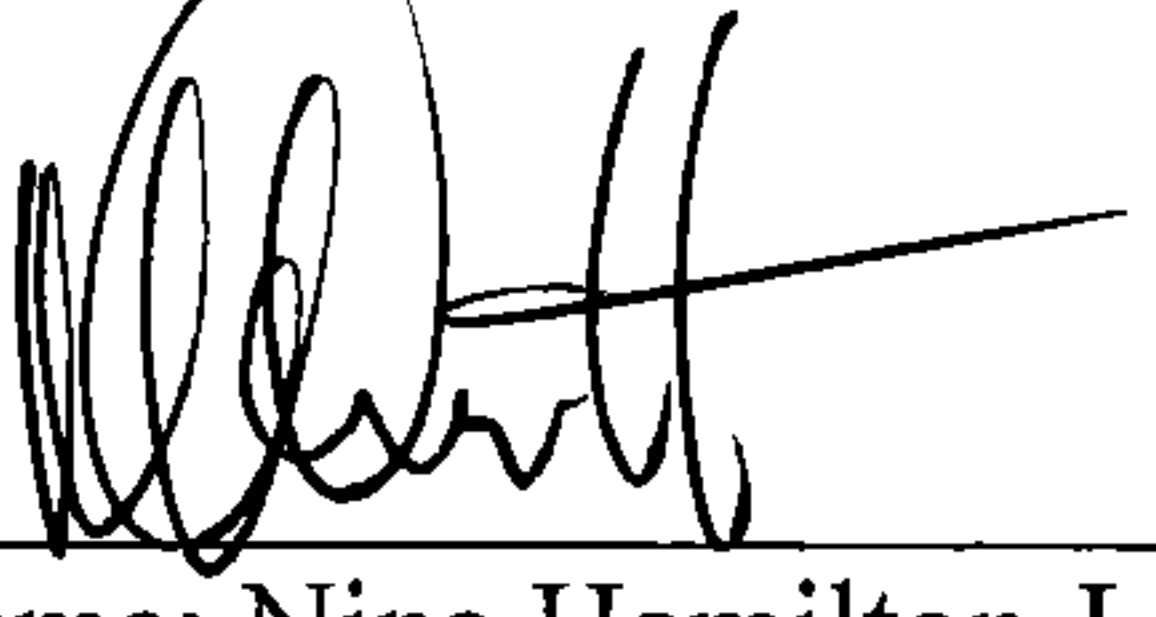
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

B2R FINANCE L.P., a Delaware limited partnership

By: 
Name: Katharine R. Briggs
Title: Chief Operating Officer

By: 
Name: Nina Hamilton-Lee
Title: Director of Operations

Address:
1901 Roxborough Road, Suite #110
Charlotte, North Carolina 28211
Attention: Katharine R. Briggs or General Counsel
Facsimile No.: (704) 228-0010

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 7th day of Nov, 2014 by Katharine R. Briggs and Nina Hamilton-Lee, the Chief Operating Officer and Director of Operations, respectively, of B2R Finance L.P., a Delaware limited partnership, on behalf of said limited partnership.

Callie B. Long
Notary Public

Print Name: Callie B. Long

My commission expires:

6-16-2016

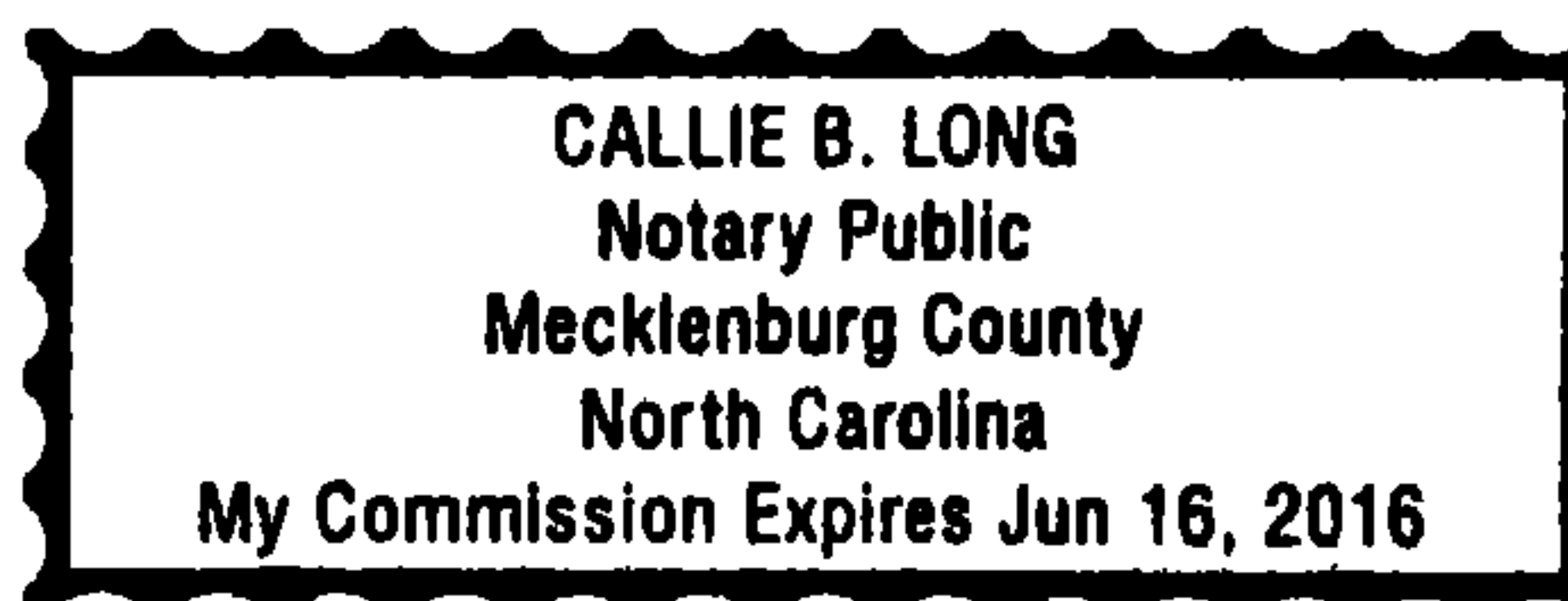


EXHIBIT A

(Premises Description)

JEFFERSON COUNTY LEGALS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:
LOT 1, BLOCK E ACCORDING TO THE MAP AND SURVEY OF SPRING LAKE MANOR, AS RECORDED IN MAP BOOK 36, PAGE 89 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Parcel ID: 1200291009019.000

ADDRESS: 1400 Pine Tree Drive, Birmingham, AL 35235

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:
LOT 1, BLOCK 2, ACCORDING TO THE MAP AND SURVEY OF VALLEY, AS RECORDED IN MAP BOOK 83, PAGE 15 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 12 00 20 2 010 010.000

ADDRESS: 1700 Serene Circle, Birmingham, AL 35215

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:
LOT 56, BLOCK 5, PINEVIEW GARDENS, FIRST PHASE, THIRD SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 95, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE WESTERNMOST CORNER OF LOT 56, BLOCK 5, AND RUN THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE FOR 34.45 FEET; THENCE TURN 92 DEG. 19 MIN. 23 SEC. RIGHT AND RUN SOUTHEASTERLY FOR 80.06 FEET; THENCE TURN RIGHT 87 DEG. 40 MIN. 37 SEC. AND RUN SOUTHWESTERLY AND ALONG THE EASTERLY LINE OF SAID LOT 56, BLOCK 5, FOR 41.98 FEET TO THE SOUTHWESTERLY BOUNDARY OF LOT 56, BLOCK 5, FOR 80.72 FEET TO THE POINT OF BEGINNING.

Parcel ID: 30 00 32 4 001 007.000

ADDRESS: 2430 Zinnia Drive, Hueytown, AL 35023

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:
LOT 32, ACCORDING TO THE SURVEY OF FULTONWOOD FOREST, SIXTH SECTOR, AS RECORDED IN MAP BOOK 113, PAGE 29, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 14 00 35 2 008 047.000

ADDRESS: 3019 Dogwood Lane, Fultondale, AL 35068

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:
LOT 7, BLOCK 2 ACCORDING TO THE SURVEY OF CENTER POINT PARKWAY ESTATE, 1ST ADDITION, AS RECORDED IN MAP BOOK 85, PAGE 19 IN THE PROBATE OFFICE OF

JEFFERSON COUNTY, ALABAMA.

Parcel ID: 12 00 06 4 006 015.00

ADDRESS: 326 35th NE Avenue, Pinson, AL 35215

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

LOT 3, BLOCK 5, ACCORDING TO THE SURVEY OF FOX HOLLIES, FOURTH SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 65 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 38-00-26-4-001-013.000

ADDRESS: 3791 Hilltop SE Road, Bessemer, AL 35022

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

LOT 13, BLOCK 2, ACCORDING TO THE SURVEY OF ROEBUCK LAWN ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 51, PAGE 70, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 13-00-25-1-012-005.000

ADDRESS: 413 Wedgeworth Road, Birmingham, AL 35215

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

LOT 15, BLOCK 1, ACCORDING TO THE SURVEY OF FIRST SECTOR, VALLEY CREST ESTATES AS RECORDED IN MAP BOOK 125, PAGE 9 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 13-00-26-2-002-015.000

ADDRESS: 425 Bellehurst Drive, Birmingham, AL 35215

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

LOT 16, A, BLOCK 22, ACCORDING TO THE SURVEY OF LEEWOOD MANOR, AS RECORDED IN MAP BOOK 84, PAGE 23, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Parcel ID: 23-00-25-2-009-033.000

ADDRESS: 504 Roselle Lane, Irondale, AL 35210

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

LOT 10, BLOCK 10 ACCORDING TO THE MAP AND SURVEY OF ROEBUCK GARDENS ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 44, PAGE 33 IN THE PROBATE

OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 13-00-25-4-006-015.000

ADDRESS: 517 Zinnia Lane, Birmingham, AL 35215

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

LOT 89, ACCORDING TO THE AS BUILT RECORD MAP OF LOTS 87-94 GRAYSON VALLEY TOWNHOMES NORTH SECTOR FIRST ADDITION, AS RECORDED IN MAP BOOK 217, PAGE 89, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 12-00-10-4-000-103.000

ADDRESS: 5198 Falling Creek Lane, Birmingham, AL 35235

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

LOT 3, BLOCK 25, ACCORDING TO THE SURVEY OF CRESTLINE'S HOLIDAY GARDENS, FOURTH SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 56 A THRU C, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 23-00-25-3-001-004.000

ADDRESS: 5209 Goldmar Lane, Irondale, AL 35210

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

LOT 14-A ACCORDING TO THE RESURVEY OF LOTS 12 THROUGH 17, GRAYSON VALLEY TOWNHOUSES, FIFTH ADDITION, AS RECORDED IN MAP BOOK 155, PAGE 83 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Parcel ID: 12 00 15 2 000 169.000

ADDRESS: 5460 Nottingham Drive, Birmingham, AL 35235

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

LOT 18, ACCORDING TO THE AMENDED MAP OF COSBY HILLS, FIRST ADDITION, AS RECORDED IN MAP BOOK 120, PAGE 19 A & B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 09-00-34-2-000-167.000

ADDRESS: 5563 Cheryl Drive, Pinson, AL 35126

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

LOT 123, ACCORDING TO THE MAP OF NEW CASTLE NO. 2, AS RECORDED IN MAP BOOK 33, PAGE 100, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Parcel ID: 13-00-08-0-000-005.000

ADDRESS: 5705 Willow Drive, Gardendale, AL 35071

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

LOT 14 AND THE WEST 1/2 OF LOT 15, BLOCK 2 ACCORDING TO THE SURVEY OF HOMESTEAD SAVINGS AND BOND MORTGAGE COMPANY'S FIRST ADDITION TO CONCORD, AS RECORDED IN MAP BOOK 8, PAGE 54 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION ADDRESS: 7373 FRANKLIN DRIVE, HUEYTOWN, AL 35023.

Parcel ID: 31-00-08-4-005-006.000

ADDRESS: 7373 Franklin Drive, Hueytown, AL 35023

SHELBY COUNTY LEGALS

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

LOT 3, ACCORDING TO THE SURVEY OF WILLOW POINT, PHASE 1 AS RECORDED IN MAP BOOK 21, PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 13-7-26-4-002-003.000

ADDRESS: 108 Willow Point Lane, Alabaster, AL 35007

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

LOT 26, BROOKHOLLOW, SECOND SECTOR AS RECORDED IN MAP BOOK 17, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, ADDRESS: 180 BROOKHOLLOW DRIVE, PELHAM, AL 35124.

Parcel ID: 13-6-13-1-001-006.050

ADDRESS: 180 Brookhollow Drive, Pelham, AL 35124

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

UNIT B, BUILDING 4, LOT 3, OF CHANDALAR SOUTH TOWNHOMES, AS RECORDED IN MAP BOOK 6, PAGE 6, AND REVISED AND RECORDED IN MAP BOOK 7, PAGE 166, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST WESTERLY CORNER OF LOT 3; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 3 A DISTANCE OF 83.95 FEET; THENCE 90 DEGREES LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; SAID POINT BEING FURTHER IDENTIFIED AS BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF THE WOOD FENCE ENCLOSING THE FRONTS OF UNITS "A", "B", "C" AND "D", AND THE CENTER LINE OF THE WOOD FENCE COMMON TO UNITS "C" AND "D", THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF SAID FENCE, PARTY WALL AND FENCE A DISTANCE OF 68.00 FEET TO INTERSECTION OF THE CENTERLINE OF THE FENCE ENCLOSING THE BACKS OF UNITS "A", "B", "C" AND "D"; THENCE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG CENTER LINE OF LAST DESCRIBED FENCE A DISTANCE OF 24.07 FEET TO INTERSECTION OF THE CENTER LINE OF THE WOOD FENCE JOINING THE SOUTHEAST SIDE OF UNIT "D"; THENCE RIGHT IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER LINE OF SAID FENCE, WALL AND FENCE BEING THE SOUTHEAST SIDE OF UNIT "D" A DISTANCE OF 68 FEET TO THE INTERSECTION OF THE CENTER LINE OF THE FENCE ENCLOSING THE FRONTS OF UNITS "A", "B", "C" AND "D"; THENCE RIGHT IN A NORTHWESTERLY DIRECTION ALONG THE CENTER LINE OF LAST DESCRIBED FENCE A DISTANCE OF 24.08 FEET TO A POINT OF BEGINNING.

Parcel ID: 13-1-01-4-104-010.000

ADDRESS: 1919 Chandalar Court, Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/13/2015 02:59:33 PM
\$44.00 CHERRY
20150113000013570

A handwritten signature in black ink, appearing to read "J. Fuhrmeister", is written over the bottom right portion of the official record text.