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02/19/2015 01:47:57 PM
ASSIGN 1/4

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

MORGAN STANLEY BANK N.A.,
a national banking association
(Assignor)

to

MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC,
a New York limited liability company
(Assignee)

Parcel Number(s): 58-27-5-21-3-305-026.001
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 MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

MORGAN STANLEY BANK N.A., a national banking association, having an address at 1585 Broadway, New York, NY 10036, (“Assignor”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 1585 Broadway, New York, NY 10036, (“Assignee”), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by ALPHA-K HOLDINGS, LLC, a Delaware limited liability company to Assignor dated as of October 20, 2014 and recorded on October 22, 2014, as Instrument Number 20141022000334150 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 \$17,000,000.00, 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 28 day of January, 2015.

WITNESS:

Name: DALE DREYNOLDS

Name: ANNE-MAIE GRYTE

ASSIGNOR:

MORGAN STANLEY BANK N.A.,
a national association

By: [Signature]

Name: Kristin Sansone

Title: Executive Director

ACKNOWLEDGEMENT

STATE OF NEW YORK

§

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COUNTY OF NEW YORK

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On the 28 day of January, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Kristin Sansone, as Executive Director of MORGAN STANLEY BANK N.A., 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 she executed the same in her authorized capacity, and that by her 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: [Signature]

Notary Public

My Commission Expires:

PAUL C DAY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01DA6264665
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES: 7/02/2016

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, according to the Map of Montevallo CVS Subdivision, as recorded in Map Book 34, Page 97, in the Probate Office of Shelby County, Alabama.

Together with those certain easement rights as shown in the Reciprocal Access and Parking Easement Agreement recorded in Inst. No. 20050405000155470, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel No. 58-27-5-21-3-305-026.001



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/19/2015 01:47:57 PM
\$23.00 CHERRY
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A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text.