# ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

GS COMMERCIAL REAL ESTATE LP (Assignor)

to

GOLDMAN SACHS MORTGAGE COMPANY (Assignee)

Parcel Number(s): 02-07-36-0-001-29.015
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 FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

GS COMMERCIAL REAL ESTATE LP, a Delaware limited partnership, having an address at 200 West Street, New York, NY 10282, ("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:

FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by LSREF3/AH CHICAGO, LLC, a Delaware limited liability company and LSREF3/AH CHICAGO TENANT, LLC, a Delaware limited liability company to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and GS COMMERCIAL REAL ESTATE LP, a Delaware limited partnership dated as of November 12, 2014 and recorded on December 5, 2014, as Instrument Number 20141205000382900 in the Recorder's Office of Shelby County, Alabama (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended) ("Mortgage"), securing payment of note(s) of even date therewith, in the original principal amount of \$340,000,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

### This Assignment is limited to Assignor's interest in said Deed of Trust.

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]

Reference No.: 7019.2.031

Matter Name: Hyatt Place Birmingham/Inverness

Pool: 2015-HYT

WITNESS WHEREOF, the Assignor has caused this instrument to be executed this day of February, 2015.

GS COMMERCIAL REAL ESTATE LP, a Delaware limited partnership, by its general

partner, MSMC, Inc./

STATE OF NEW YORK

§ § 8

COUNTY OF NEW YORK

On the day of February, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Rene J. Theriault, who acknowledged himself to be the Authorized Signatory of MSMC, Inc., 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:

Notary Public

My Commission Expires:

JANET G. PARSONS
Notary Public, State Of New York
No.01PA5032290

Qualified In Queens County
Certificate Filed In New York County
Commission Expires August 22,

Reference No.: 7019.2.031 Matter Name: Hyatt Place Birmingham/Inverness

Pool: Hyatt Hotel Trust 2015-HYT

## 20150401000102530 04/01/2015 12:03:23 PM ASSIGN 4/4

### EXHIBIT A

#### LEGAL DESCRIPTION

#### Parcel I:

Lot 24B, according to the map of Inverness Center Site 24B, as recorded in Map Book 21, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.

#### Parcel II:

Easement for the benefit of Parcel I for ingress and egress as described in Easement Agreement recorded as Instrument No. 1996-23103, in said Probate Office.

#### Parcel III:

Easement for the benefit of Parcel I for ingress and egress as described in Mutual Easement Agreement recorded as Instrument No. 1996-23105, in said Probate Office.

Parcel Number: 02-07-36-0-001-29.015



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/01/2015 12:03:23 PM
\$23.00 CHERRY

20150401000102530

Reference No.: 7019.2.031

Matter Name: Hyatt Place Birmingham/Inverness

Pool: 2015-HYT