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05/12/2015 10:50:50 AM
ASSIGN 1/8

PREPARED BY:

Karen J. Wade
Alston & Bird LLP
2828 N. Harwood Suite 1800
Dallas, TX 75201

UPON RECORDATION RETURN TO:

Jamie Wunder
OS National, LLC
2170 Satellite Blvd., Suite 450
Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

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

to

B2R FINANCE L.P.,
a Delaware limited partnership

Dated: As of April 22, 2015

State: AL

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 22nd day of April, 2015, is made by **B2R REPO SELLER 1 L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignor"), in favor of **B2R FINANCE L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee" and/or "B2R").

W I T N E S S E T H

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 B2R, predecessor-in-interest to Assignor, in the stated principal amount of One Million Two Hundred Eighty One Thousand Five Hundred Twenty Five Dollars (\$1,281,525.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of 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 instruments, 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, Security Agreement and Fixture Filing dated as of November 18, 2014, executed by Borrower for the benefit of B2R, as lender, and recorded on November 19, 2014 in the Real Property Records of Shelby County, AL, as Document No. 20141119000363960 (the "Security Instrument"), in respect of the Premises.

That certain Assignment of Security Instrument dated as of November 18, 2014 from B2R to Assignor, as assignee, and recorded on January 13, 2015 in the Real Property Records of Shelby County, AL, as Document No. 20150113000013570 (the "Assignment of 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 and the Assignment of 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 REPO SELLER 1 L.P., a Delaware limited partnership

By: B2R Repo Seller 1 GP LLC, a Delaware limited liability company, its general partner

By: B2R Finance L.P., a Delaware limited partnership, its sole member

By:



Name: Andrew Hurd

Title: Underwriting

Address:

4201 Congress Street, Suite 475

Charlotte, North Carolina 28209

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 2nd day of April, 2015, by Andrew Hurd, Underwriter of B2R Finance L.P., a Delaware limited partnership, the sole member of B2R Repo Seller 1 GP LLC, a Delaware limited liability company, the general partner of B2R Repo Seller 1 L.P., a Delaware limited partnership, on behalf of said limited partnership.

Callie B. Long
Notary Public

Print Name: _____

My commission expires:

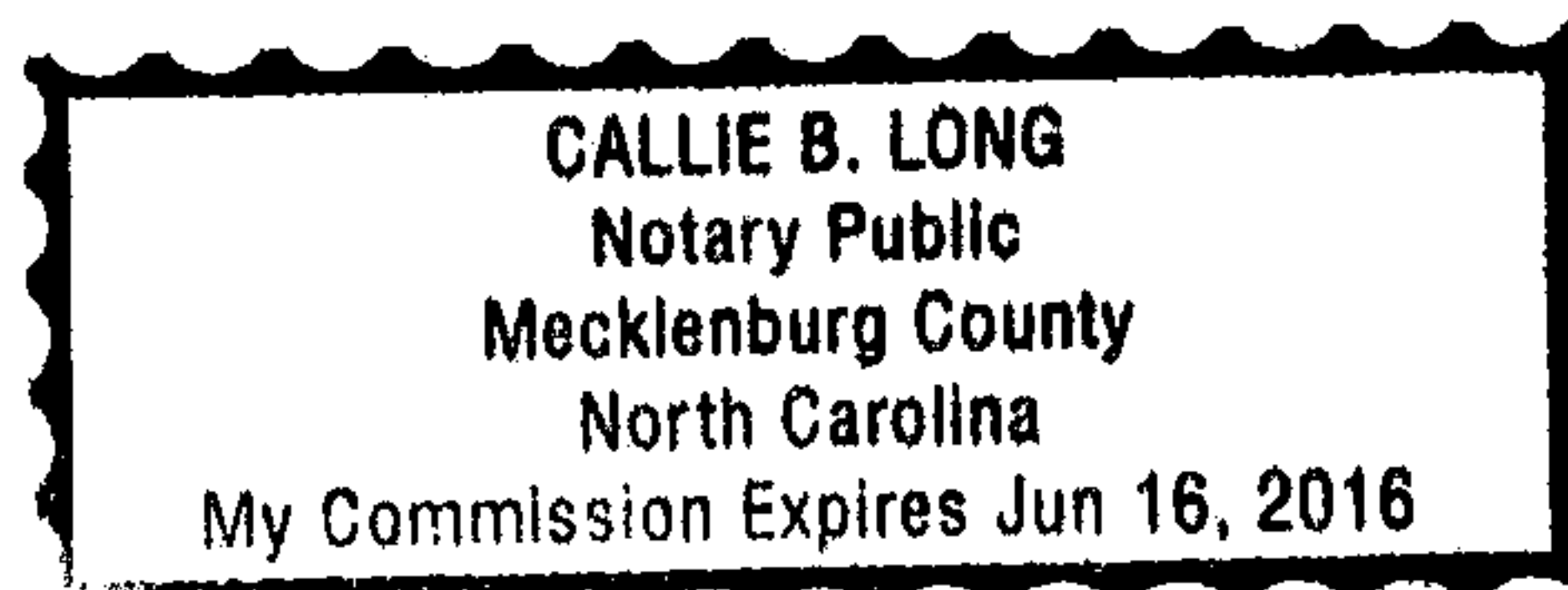


EXHIBIT “A”

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
05/12/2015 10:50:50 AM
\$36.00 CHERRY
20150512000156290

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the bottom right portion of the official text block.