

**20151030000378800**  
**10/30/2015 01:19:21 PM**  
**ASSIGN 1/4**

**ASSIGNMENT OF FEE AND LEASEHOLD 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)

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**

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 those certain:

FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by UHIL 8, LLC, a Delaware limited liability company and AREC 8, LLC, a Delaware limited liability company to MORGAN STANLEY BANK N.A., a national banking association and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION dated as of August 12, 2015 and recorded on August 28, 2015, as Document Number 20150828000300900 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 \$270,000,000.00, 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 Mortgage. The interest of the remaining lender of record is not affected by this assignment.

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.

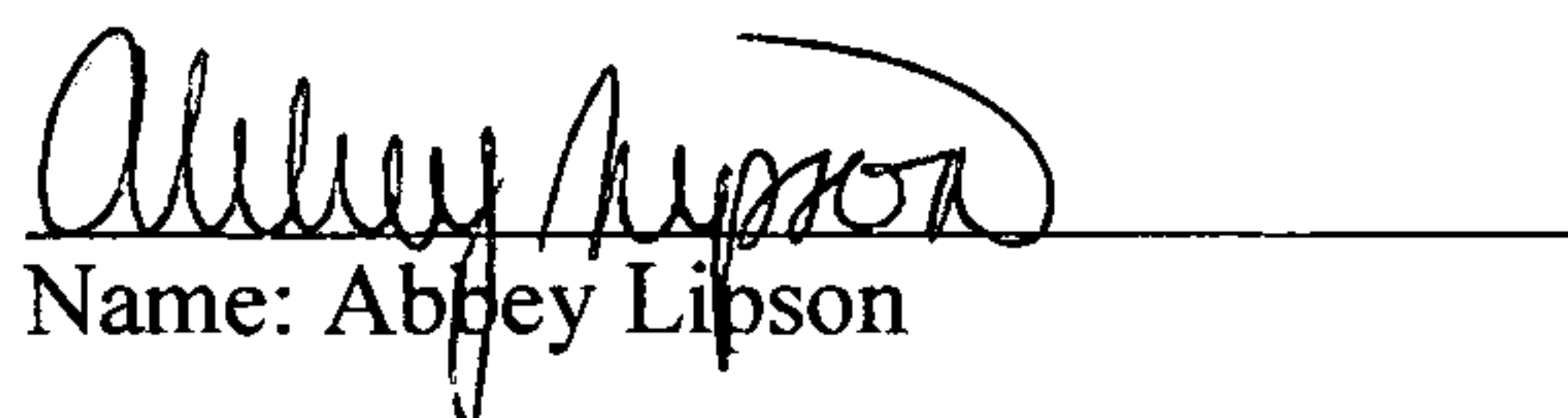
This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

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

**WITNESS:**

  
Name: Chelsea Birzon

  
Name: Abbey Lipson

**ASSIGNOR:**

MORGAN STANLEY BANK N.A.,  
a national association

By:   
Name: Cynthia P. Eckes  
Title: Executive Director

**ACKNOWLEDGEMENT**

STATE OF NEW YORK           §  
  §  
COUNTY OF NEW YORK    §

On the 21 day of October, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Cynthia P. Eckes, 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.

My Commission Expires:

PAUL C DAY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DA6254665  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 7/02/2016

Signature: \_\_\_\_\_

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Part of Lot 4, Issis Subdivision as recorded in Map Book 16, Page 70, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

From the most Southerly corner of said Lot 4, Issis Subdivision, run in a Northwesterly direction along the Southwest line of said Lot 4 for a distance of 115.52 feet to an existing iron pin being the point of beginning; thence continue in a Northwesterly direction along said Southwest line for a distance of 86.48 feet to an existing iron pin; thence turn an angle to the right of 90 deg. 00 min. 03 sec. and run in a Northeasterly direction for a distance of 119.98 feet; thence an angle to the right of 90 deg. 01 min. 05 sec. and run in a Southeasterly direction for a distance of 29.99 feet to an existing iron pin; thence turn an angle to the left of 89 deg. 54 min. 07 sec. and run in a Northeasterly direction for a distance of 89.92 feet to an existing iron pin; thence turn an angle to the left of 89 deg. 50 min. 39 sec. and run in a Northwesterly direction for a distance of 255.11 feet to an existing iron pin being on the Southeast right of way line of U.S Highway No. 31; thence turn an angle to the right of 89 deg. 44 min. 16 sec. and run in a Northeasterly direction for a distance of 251.66 feet to an existing iron pin being on the Southerly right of way line of Little Oak Ridge Road; thence turn an angle to the right of 73 deg. 12 min. 01 sec. and run in an Easterly direction along the South right of way line of Little Oak Ridge Road for a distance of 453.47 feet to an existing iron pin; thence turn an angle to the right of 110 deg. 22 min. 46 sec. and run in a Southwesterly direction for a distance of 301.03 feet to an existing iron pin; thence turn an angle to the right of 24 deg. 34 min. 34 sec. and run in a Southwesterly direction for a distance of 176.57 feet to an existing iron pin; thence turn an angle to the left of 19 deg. 40 min. and run in a Southwesterly direction for a distance of 139.16 feet, more or less, to the point of beginning. Being situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
10/30/2015 01:19:21 PM  
\$23.00 CHERRY  
20151030000378800

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.