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11/23/2015 09:30:20 AM
ASSIGN 1/13

**PREPARED BY AND
UPON RECORDATION RETURN TO:**

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

ASSIGNMENT OF SECURITY INSTRUMENT

by

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

to

**B2R REPO SELLER 2 L.P.,
a Delaware limited partnership**

Dated: As of November 17, 2015

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of November 17, 2015, 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 2 L.P.**, a Delaware limited partnership, having an address at 4201 Congress Street, Suite 475, Charlotte, North Carolina 28209 ("Assignee").

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 17, 2015, executed by Conrex Residential Property Group 2013-3 Operating Company, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of NINETEEN MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$19,250,000.00) (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 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, Security Agreement and Fixture Filing, dated as of November 17, 2015, executed by Borrower for the benefit of Assignor, as lender, and recorded on November 19, 2015 in the Real Property Records of Shelby County, Alabama, as Document No. 20151119000400230 (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:

A handwritten signature in black ink, appearing to read 'Chris Lesmes', written over a horizontal line.

Name: Chris Lesmes

Title: Vice President

Address:

4201 Congress Street, Suite 475

Charlotte, North Carolina 28209

Attention: Katharine R. Briggs or General Counsel

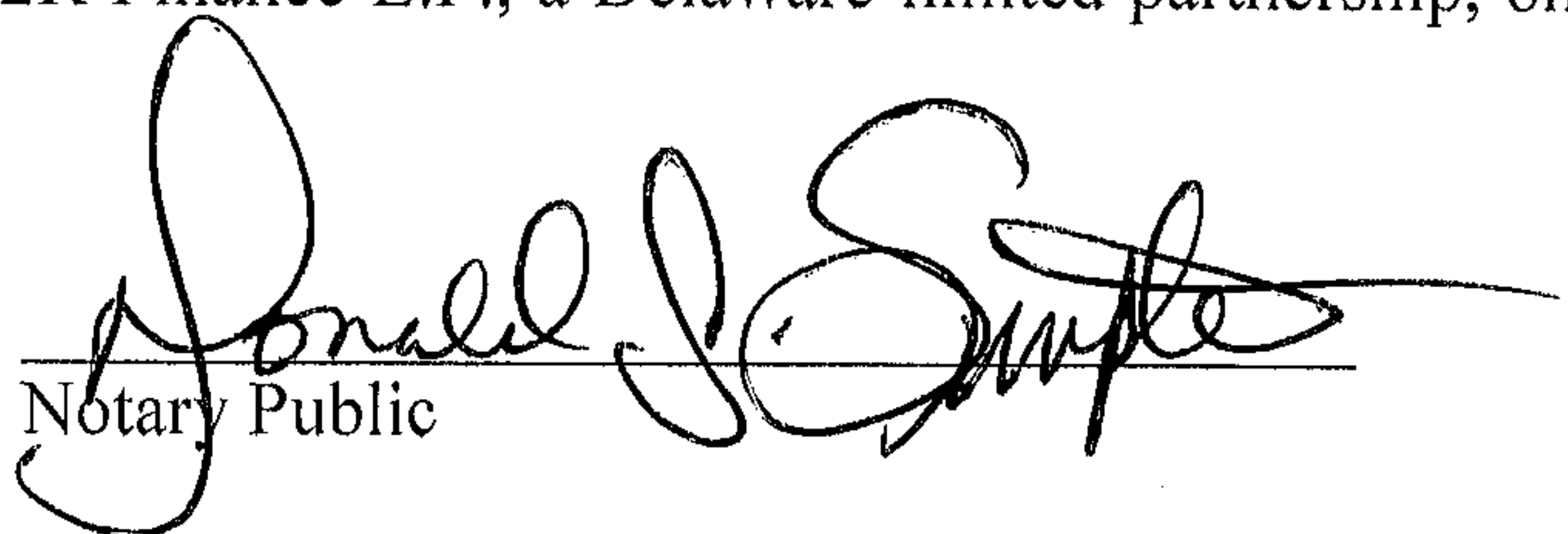
Facsimile No.: (704) 228-0010

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 9 day of November, 2015 by Chris Lesmes, Vice President of B2R Finance L.P., a Delaware limited partnership, on behalf of said limited partnership.


Notary Public

Print Name: _____

My commission expires:

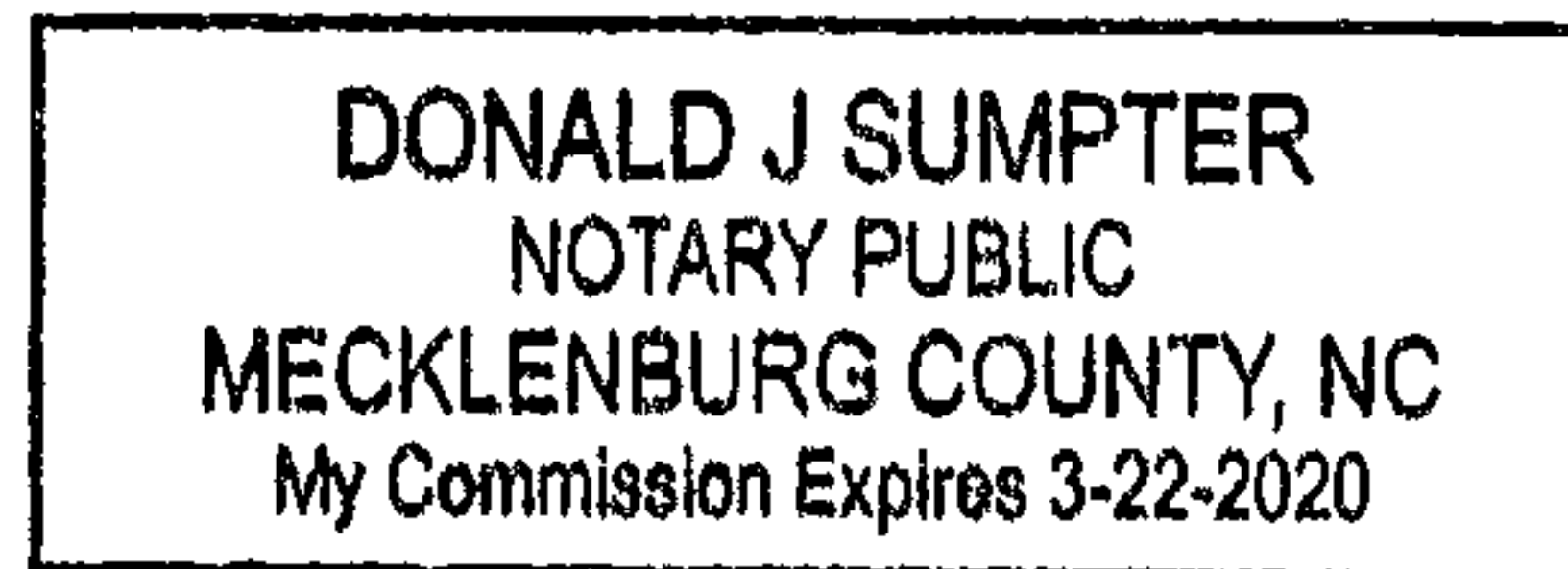


EXHIBIT “A”

PROPERTY SCHEDULE

Count	File Number	Property Address	City	State	Zip Code	County
1	CRX3-121	104 MAINSAIL CIRCLE	ALABASTER	AL	35007	SHELBY
2	CRX3-132	1356 OLD BOSTON ROAD	ALABASTER	AL	35007	SHELBY
3	CRX3-153	516 PARK VILLAGE LANE	ALABASTER	AL	35007	SHELBY
4	CRX3-123	109 WATERFORD HIGHLANDS TRAIL	CALERA	AL	35040	SHELBY
5	CRX3-127	1179 VILLAGE TRAIL	CALERA	AL	35040	SHELBY
6	CRX3-135	1556 20TH AVENUE	CALERA	AL	35040	SHELBY
7	CRX3-140	2211 VILLAGE LANE	CALERA	AL	35040	SHELBY
8	CRX3-141	229 VILLAGE DRIVE	CALERA	AL	35040	SHELBY
9	CRX3-146	328 MAGGIE WAY	CALERA	AL	35040	SHELBY
10	CRX3-147	333 SAVANNAH CIRCLE	CALERA	AL	35040	SHELBY
11	CRX3-148	352 UNION STATION WAY	CALERA	AL	35040	SHELBY
12	CRX3-149	387 UNION STATION WAY	CALERA	AL	35040	SHELBY
13	CRX3-151	443 CAMDEN COVE CIRCLE	CALERA	AL	35040	SHELBY

LEGAL DESCRIPTIONS

EXHIBIT A-1

STREET ADDRESS: 104 MAINSAIL CIRCLE, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX3-121
TAX PARCEL ID/APN: 13 7 26 2 001 003.009

LOT 105, ACCORDING TO THE THIRD SECTOR OF PORT SOUTH, AS RECORDED IN MAP BOOK 7, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-2

STREET ADDRESS: 1356 OLD BOSTON ROAD, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX3-132
TAX PARCEL ID/APN: 13 8 34 1 003 014.000

LOT 64, ACCORDING TO THE SURVEY OF VALLEY FORGE, AS RECORDED IN MAP BOOK 6, PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-3

STREET ADDRESS: 516 PARK VILLAGE LANE, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX3-153
TAX PARCEL ID/APN: 23-7-26-0-010-028.000

LOT 28, ACCORDING TO THE FINAL PLAT PARK FOREST VILLAGE, AS RECORDED IN MAP BOOK 31, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-4

STREET ADDRESS: 109 WATERFORD HIGHLANDS TRAIL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-123
TAX PARCEL ID/APN: 22 7 35 2 005 013.000

LOT 446, ACCORDING TO THE FINAL PLAT OF WATERFORD HIGHLANDS SECTOR 2, PHASE 1, AS RECORDED IN MAP BOOK 30, PAGE 110 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-5

STREET ADDRESS: 1179 VILLAGE TRAIL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-127
TAX PARCEL ID/APN: 22 7 35 2 006 027.000

LOT 330, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 2, AS RECORDED IN MAP BOOK 30, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-6

STREET ADDRESS: 1556 20TH AVENUE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-135
TAX PARCEL ID/APN: 28 5 21 3 002 028.000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOTS 21, 22, AND 23, IN BLOCK 267, ACCORDING TO THE MAP AND SURVEY OF J.H. DUNSTAN OF THE TOWN OF CALERA, ALABAMA.

EXHIBIT A-7

STREET ADDRESS: 2211 VILLAGE LANE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-140
TAX PARCEL ID/APN: 22-7-35-1-004-009.00

LOT 212A ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 5 PHASE 3 AS RECORDED IN MAP BOOK 37 PAGE 65 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-8

STREET ADDRESS: 229 VILLAGE DRIVE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-141
TAX PARCEL ID/APN: 227352002105000

LOT 33, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 4, AS RECORDED IN MAP BOOK 33, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-9

STREET ADDRESS: 328 MAGGIE WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-146
TAX PARCEL ID/APN: 28-5-16-2-001-033.000

LOT 31, ACCORDING TO THE SURVEY OF HAMPTON SQUARE AS RECORDED IN MAP BOOK 42 PAGE 114 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-10

STREET ADDRESS: 333 SAVANNAH CIRCLE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-147
TAX PARCEL ID/APN: 22-9-31-2-004-001.000

LOT 601 A, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, 6TH SECTOR, RESURVEY OF LOT 601, AS RECORDED IN MAP BOOK 31, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-11

STREET ADDRESS: 352 UNION STATION WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-148
TAX PARCEL ID/APN: 28 3 06 0 007 021.000

LOT 27, ACCORDING TO THE SURVEY OF UNION STATION PHASE I, AS RECORDED IN MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-12

STREET ADDRESS: 387 UNION STATION WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-149
TAX PARCEL ID/APN: 28-3-06-0-007-024.000

LOT 49, ACCORDING TO THE SURVEY OF UNION STATION PHASE 1, AS RECORDED IN
MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-13

STREET ADDRESS: 443 CAMDEN COVE CIRCLE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX3-151
TAX PARCEL ID/APN: 28 5 16 2 009 013.000

LOT 234, ACCORDING TO THE SURVEY OF THE FINAL PLAT OF CAMDEN COVE, SECTOR
9, AS RECORDED IN MAP BOOK 33, PAGE 14, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk Page 4 of 4
Shelby County, AL
11/23/2015 09:30:20 AM
\$50.00 CHERRY
20151123000402340

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