

**20160104000000350**  
**01/04/2016 08:51:41 AM**  
**ASSIGN 1/9**

**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 2 L.P.,  
a Delaware limited partnership**

**to**

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

**Dated: As of November 24, 2015**

**State: Alabama**

**County: Shelby**

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 24<sup>th</sup> day of November, 2015, is made by **B2R REPO SELLER 2 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 6/25/2015, executed by **Conrex Residential Property Group 2013-2 Operating Company, LLC**, a Delaware limited liability company ("Borrower") and made payable to the order of B2R, predecessor-in-interest to Assignor, in the stated principal amount of thirty-three million four hundred eighty thousand and 00/100 Dollars (\$33,480,000.00) (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 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 dated as of June 25, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on September 24, 2015 in the Real Property Records of Shelby County, Alabama, as Document No. 20150924000334100 / Book N/A / Page N/A (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 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]**

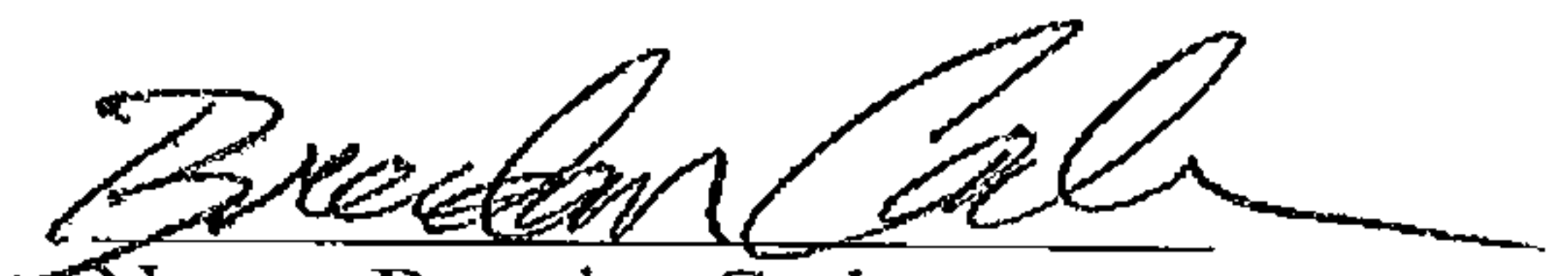
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

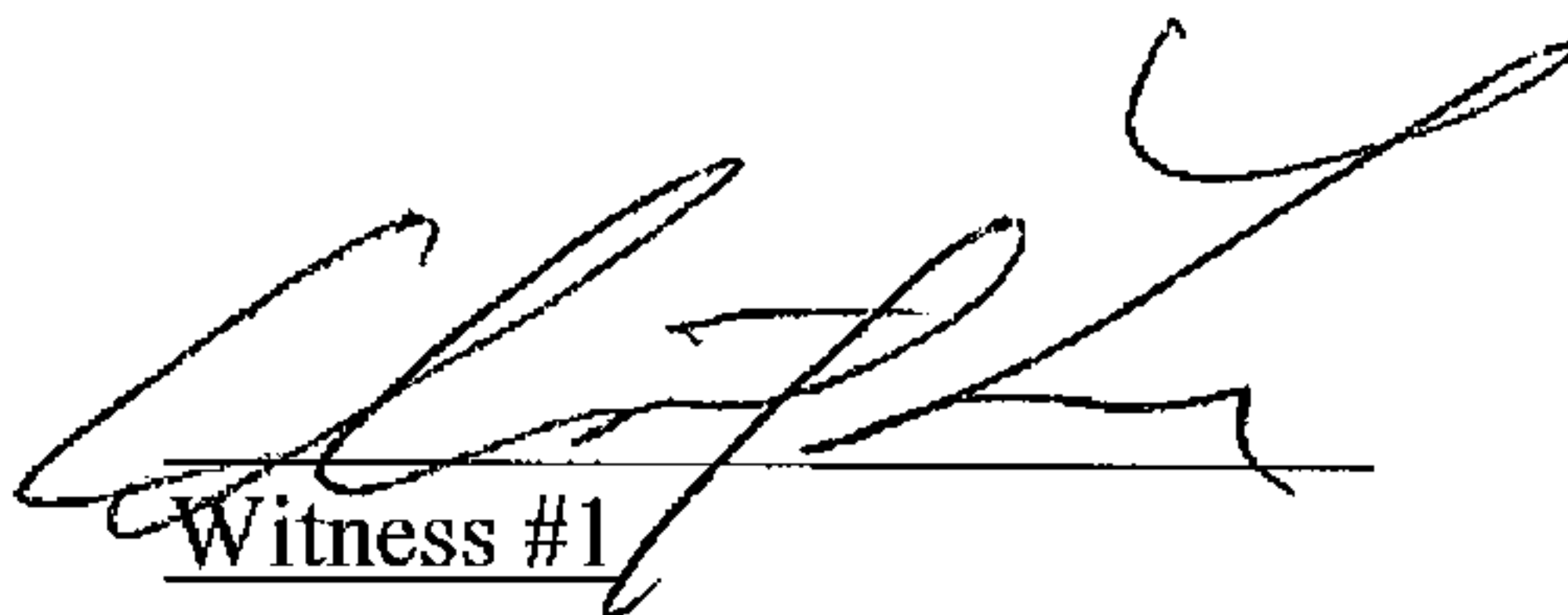
B2R REPO SELLER 2 L.P., a Delaware limited partnership

By: B2R Repo Seller 2 GP LLC, a Delaware limited liability company, its general partner

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

By:   
Name: Brendan Carlson  
Title: Authorized Signatory

Address:  
4201 Congress Street, Suite 475  
Charlotte, North Carolina 28209  
Attention: Katharine R. Briggs or General Counsel  
Facsimile No.: (704) 228-0010

  
Witness #1

  
Witness #1

ACKNOWLEDGMENT

STATE OF NC

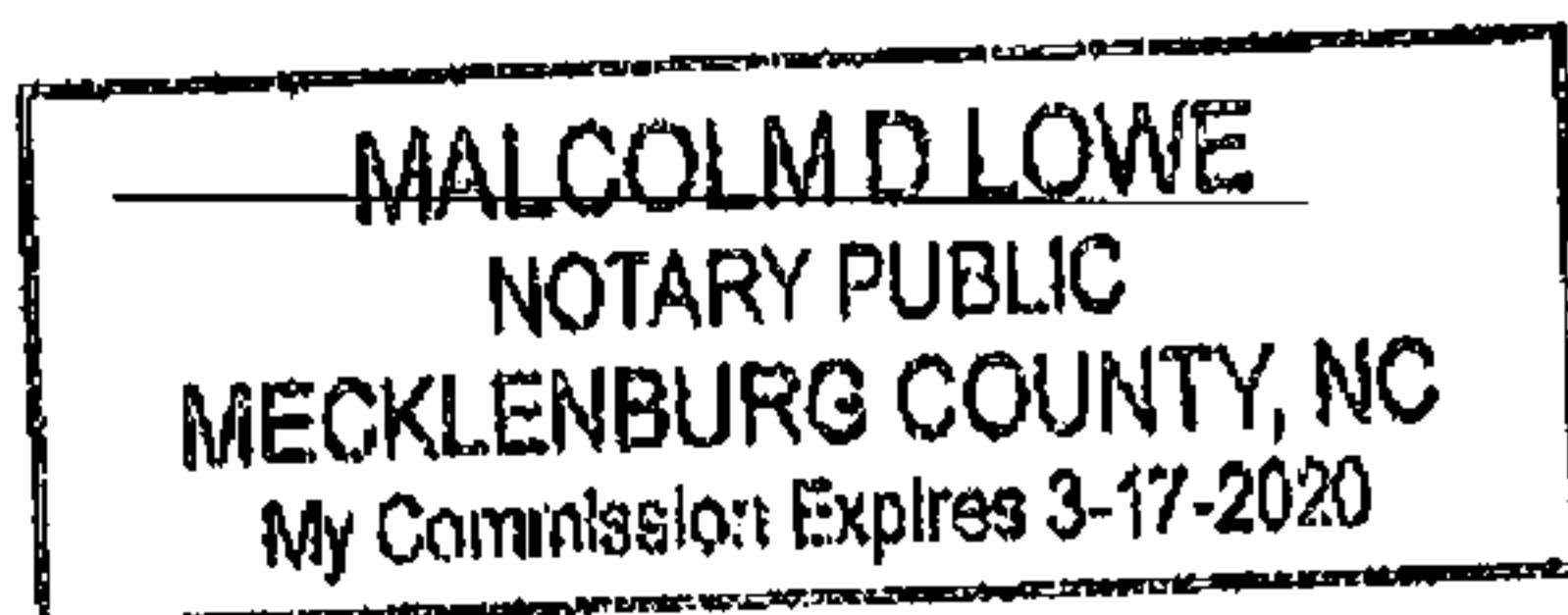
COUNTY OF mecklenburg

The foregoing instrument was acknowledged before me this 27 day of October, 2015, by Brendan Carlson, the Authorized Signatory, of B2R Finance L.P., a Delaware limited partnership, the sole member of B2R Repo Seller 2 GP LLC, a Delaware limited liability company, the general partner of B2R Repo Seller 2 L.P., a Delaware limited partnership, on behalf of said limited partnership.

Malcolm D Lowe  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:



**EXHIBIT A**

(Premises Description)

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Address : 6 MONTE BELLO LN, MONTEVALLO, SHELBY,AL 35115  
Parcel Identification Number : 23-7-35-0-003-010.000  
Client Code : CRX2-562

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 6, ACCORDING TO THE  
SURVEY OF MONTE BELLO AS RECORDED IN MAP BOOK 6, PAGE 23, IN THE OFFICE OF  
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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Address : 134 CAMBRIDGE POINTE CIR, ALABASTER, SHELBY,AL 35007  
Parcel Identification Number : 23 2 10 1 006 023.000  
Client Code : CRX2-137

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 23, ACCORDING TO THE  
SURVEY OF CAMBRIDGE POINTE, FIRST SECTOR, AS RECORDED IN MAP BOOK 17, PAGE  
59, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE DEED  
20150120000019800.

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Address : 137 OAK ST, MAYLENE, SHELBY,AL 35114  
Parcel Identification Number : 23-2-04-0-001-066.000  
Client Code : CRX2-140

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN THE SW  
1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY  
COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST  
CORNER OF LOT 39 OF WOODLAND HILLS, FIRST PHASE, THIRD SECTOR, AS  
RECORDED IN MAP BOOK 6, PAGE 7 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID LOT 168.89 FEET  
RADIAL TO A POINT ON A CLOCKWISE CURVE ON THE EASTERLY RIGHT OF WAY OAK  
STREET; SAID CURVE HAVING DELTA ANGLE OF 05 DEGREES 40 MINUTES 41 SECONDS  
AND A RADIUS OF 305.03 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID  
CURVE 30.23 FEET; THENCE CONTINUE TANGENT TO CURVE, ALONG SAID RIGHT OF  
WAY 140.89 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE LAST COURSE  
10.00 FEET TO THE POINT OF A CLOCKWISE CURVE HAVING A DELTA ANGLE OF 32  
DEGREES 47 MINUTES 05 SECONDS AND A RADIUS OF 199.97 FEET; THENCE RUN  
ALONG THE ARC OF SAID CURVE 114.42 FEET TO THE POINT OF A COUNTER  
CLOCKWISE CURVE HAVING A DELTA ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS  
A RADIUS OF 25.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE 39.27 FEET;  
THENCE CONTINUE TANGENT TO SAID CURVE AND SOUTHEAST ALONG THE NORTH  
RIGHT OF WAY OF HICKORY STREET 126.48 FEET; THENCE TURN LEFT 100 DEGREES 17  
MINUTES 00 SECONDS AND RUN NORTHEAST 200.73 FEET; THENCE TURN LEFT 20  
DEGREES 30 MINUTES 31 SECONDS AND RUN NORTH 35.90 FEET; THENCE TURN LEFT  
91 DEGREES 59 MINUTES 32 SECONDS AND RUN WEST 160.03 FEET TO THE POINT OF  
BEGINNING. SOURCE OF TITLE DEED 20141218000397240.

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Address : 208 CORAL CIR, ALABASTER, SHELBY,AL 35007  
Parcel Identification Number : 23 2 03 4 001 046.132

Client Code : CRX2-235

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 39, BLOCK 2, ACCORDING TO THE AMENDED MAP AND SURVEY OF BERMUDA LAKE ESTATES, 2ND SECTOR, AS RECORDED IN MAP BOOK 10, PAGE 88, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE DEED 20141104000347340.

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Address : 245 VILLAGE DR, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 22 7 35 2 002 108.000  
Client Code : CRX2-295

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 36, 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. SOURCE OF TITLE DEED 20141205000383960.

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Address : 303 MARDIS LN, ALABASTER, SHELBY, AL 35007  
Parcel Identification Number : 23 6 23 1 001 053.000  
Client Code : CRX2-347

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 17, IN BLOCK 5, ACCORDING TO THE MAP AND SURVEY OF GREEN VALLEY, SECOND SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. SOURCE OF TITLE DEED 20141104000347320.

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Address : 507 BENNETT DR, ALABASTER, SHELBY, AL 35007  
Parcel Identification Number : 13 8 34 4 001 036.012  
Client Code : CRX2-507

LOT 7, BLOCK 2, ACCORDING TO THE SURVEY OF FERNWOOD, FOURTH SECTOR, AS RECORDED IN MAPBOOK 7, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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Address : 513 CAMDEN COVE CIR, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 28-5-16-2-008-023.000  
Client Code : CRX2-515

LOT 246, ACCORDING TO THE FINAL PLAT CAMDEN COVE SECTOR 8, AS RECORDED IN MAP BOOK 31, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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Address : 1549 KING CHARLES CT, ALABASTER, SHELBY, AL 35007  
Parcel Identification Number : 13 7 26 3 001 003.001  
Client Code : CRX2-169

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 42, ACCORDING TO THE  
SURVEY OF KINGWOOD, FIRST ADDITION, AS RECORDED IN MAP BOOK 6 PAGE 90 IN  
THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SOURCE OF TITLE DEED  
20141205000383970.

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Address : 2009 HIGHVIEW WAY, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 22-7-35-2-011-007.000  
Client Code : CRX2-218

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 965 ACCORDING TO THE  
SURVEY OF WATERFORD HIGHLAND SECTOR 4, PHASE 2 AS RECORDED IN MAP BOOK  
36, PAGE 15A AND 15B, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA. SOURCE OF TITLE DEED 20141021000332560.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/04/2016 08:51:41 AM  
\$38.00 JESSICA  
20160104000000350

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