

**20160307000072130**  
**03/07/2016 01:02:09 PM**  
**ASSIGN 1/6**

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

Colony American Finance  
2450 Broadway, 6th Floor,  
Santa Monica, CA 90404,  
Attn: General Counsel

**ASSIGNMENT OF SECURITY INSTRUMENT**

**by**

**CAF SUB REIT, INC.,**  
a Maryland corporation,

**to**

**COLONY AMERICAN FINANCE 2015-1, LTD.,**  
a Cayman Islands exempted company

**Dated: As of October 29, 2015**

**State: Alabama**  
**County: Shelby**

20160307000072130 03/07/2016 01:02:09 PM ASSIGN 2/6  
ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 29th day of October, 2015, is made by **CAF SUB REIT, INC.**, a Maryland corporation, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404 ("Assignor"), in favor of **COLONY AMERICAN FINANCE 2015-1, LTD.**, a Cayman Islands exempted company, having an address at 2450 Broadway, 6<sup>th</sup> Floor, Santa Monica, California 90404 ("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 December 18, 2014, executed by KHL Properties, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), in the stated principal amount of ten million four hundred eighty-eight thousand dollars (\$10,488,000.00) (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 December 18, 2014, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on December 22, 2014 in the Real Property Records of Shelby County, Alabama, as Document No. # 20141222000402630 / Book N/A / Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

2. 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.

3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Alabama, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Alabama, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.

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

5. 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.

6. 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.

7. 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.

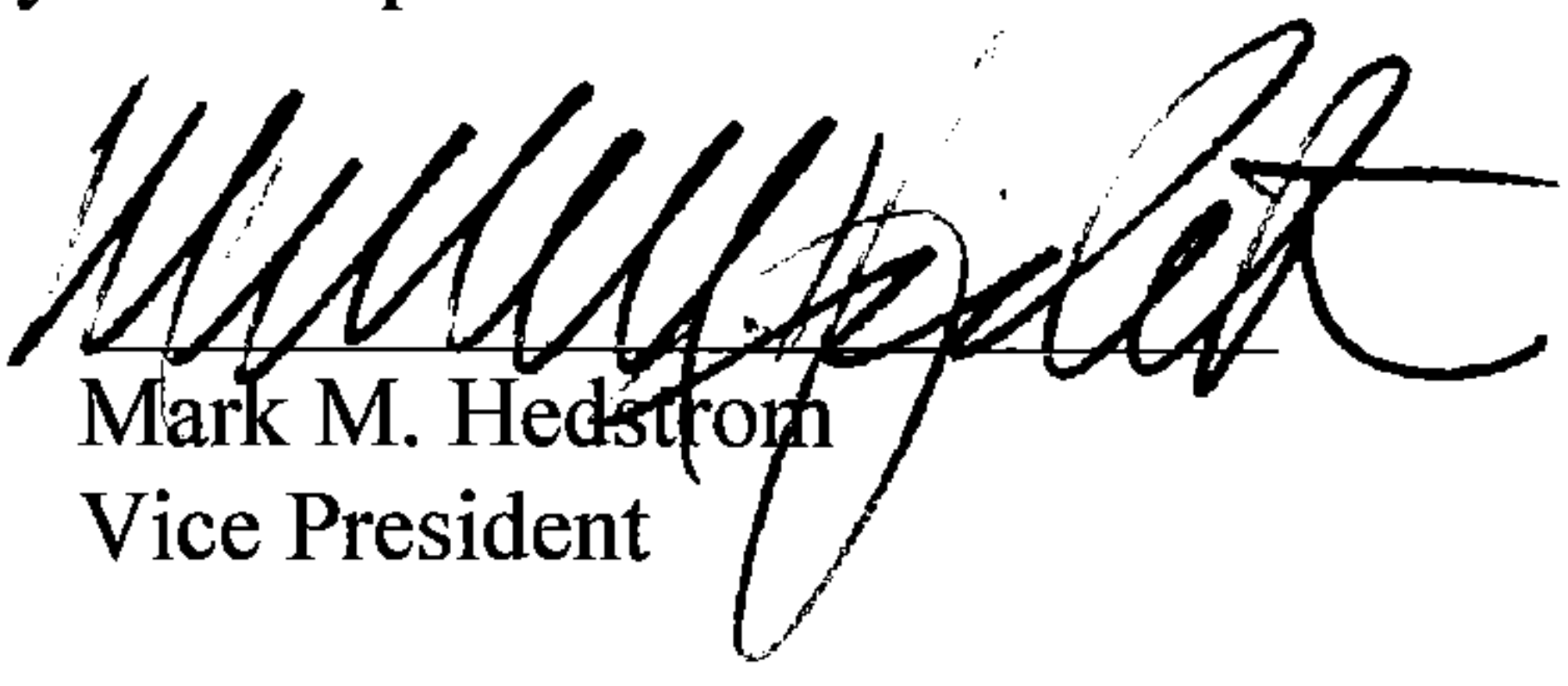
**[SIGNATURE PAGE FOLLOWS]**

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

ASSIGNOR:

**CAF SUB REIT, INC.,**  
a Maryland corporation

By:

  
Mark M. Hedstrom  
Vice President

  
\_\_\_\_\_  
Witness #1

  
\_\_\_\_\_  
Witness #1



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CODE 1189**

**CIVIL**

XX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA

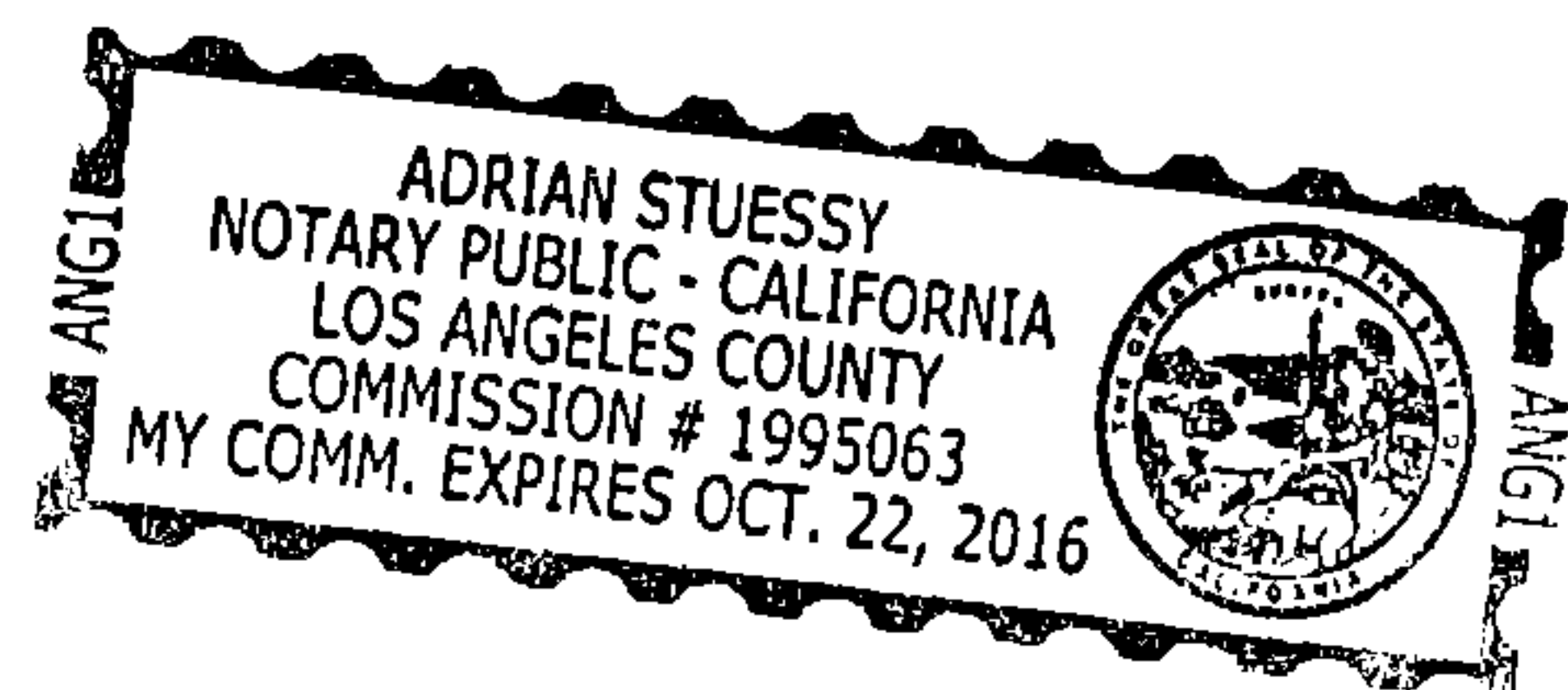
COUNTY OF LOS ANGELES

On October 30, 2015 before me, Adrian Stuessy, Notary Public, personally appeared Mark M. Hedstrom, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Adrian Stuessy (Seal)



**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 29, ACCORDING TO SURVEY OF HUNTER'S GLEN, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Parcel ID: 144184002006000

Commonly known as 29 Fox Hound Trail, Pelham, AL 35124  
However, by showing this address no additional coverage is provided



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/07/2016 01:02:09 PM  
\$29.00 CHERRY  
20160307000072130

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.