

**20160311000079860**  
**03/11/2016 02:08:48 PM**  
**ASSIGN 1/11**

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

**Colony American Finance  
1920 Main Street, Suite 850  
Irvine, CA 92614  
Attn: Michelle Aileen Fallis**

**ASSIGNMENT OF SECURITY INSTRUMENT**

**by**

**COLONY AMERICAN FINANCE LENDER, LLC,  
a Delaware limited liability company,**

**to**

**CAF TERM BORROWER MS, LLC,  
a Delaware limited liability company**

**Dated: As of November 9, 2015**

**State: Alabama  
County: Shelby**

**ASSIGNMENT OF SECURITY INSTRUMENT**

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of November 9, 2015, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44th Floor, Los Angeles, CA 90071 ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44th Floor, Los Angeles, CA 90071 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of November 9, 2015, executed by ASC CAPITAL II, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION THREE HUNDRED FIFTY EIGHT THOUSAND AND NO/100 DOLLARS (\$1,358,000.00) (the "Note") in connection with certain real property and improvements located thereon and described on Schedule I hereto and 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 9, 2015, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 6, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 2016010600004960 (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. 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.

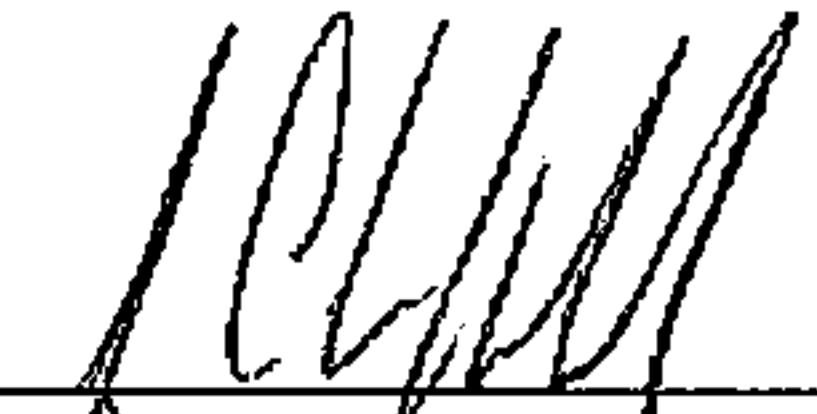
**[SIGNATURE PAGE FOLLOWS]**

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

ASSIGNOR:

COLONY AMERICAN FINANCE LENDER,  
LLC., a Delaware limited liability company

By: 

Name: J. Christopher Hoeffel

Title: CFO

Address:

c/o Colony Capital, LLC

515 South Flower Street, 44th Floor

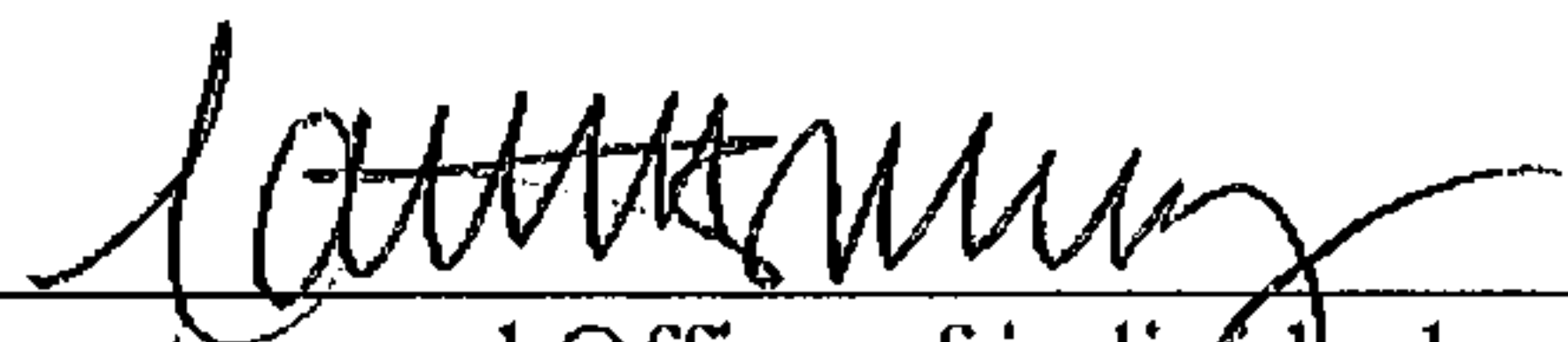
Los Angeles, CA 90071

Attn: General Counsel

State of New York )

County of New York ) ss.:

On the 3<sup>rd</sup> day of February in the year 2016, before me, the undersigned, personally appeared J. Christopher Hoeffel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**TAMIKO J. SHELL-LLOYD**  
Notary Public - State of New York  
No. 01SH8302036  
Qualified in New York County  
My Commission Expires April 20, 2018

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**SCHEDULE I**

(Properties)

**EXHIBIT A, Premises Description**

**SCHEDULE 1**

Property List

1101 HILLSBORO LANE, HELENA, SHELBY, AL 35080

112 CANYON PARK PLACE, PELHAM, SHELBY, AL 35124

118 SHINE DR, PELHAM, SHELBY, AL 35124

128 CATTAIL LN, CALERA, SHELBY, AL 35040

141 MAYFAIR LN, CALERA, SHELBY, AL 35040

200 ROCKY RIDGE DR, HELENA, SHELBY, AL 35080

2158 VILLAGE LANE, CALERA, SHELBY, AL 35040

704 CAHABA MANOR DR, PELHAM, SHELBY, AL 35124

721 3RD AVE NW, ALABASTER, SHELBY,AL 35007

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**EXHIBIT A**

(Premises Description)

**EXHIBIT A, Premises Description**



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Address : 1101 HILLSBORO LANE, HELENA, SHELBY,AL 35080

Parcel Identification Number : 13 8 28 1 001 024.039

Client Code : 34172

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 12-A, BLOCK 3, OF A RE-SURVEY OF LOTS 7 THROUGH 12, BLOCK 3, OF A RE-SURVEY OF BRECKENRIDGE PARK, AS RECORDED IN MAP BOOK 11, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

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Address : 112 CANYON PARK PLACE, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 6 13 2 004 043.000

Client Code : 34174

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 43, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

\*\*\*

Address : 118 SHINE DR, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 02 1 000 018.015

Client Code : 34176

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 35, ACCORDING TO THE AMENDED MAP OF FINAL PLAT, WYNFIELD PARC, PHASE ONE AS RECORDED IN MAP BOOK 27, PAGE 51, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

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Address : 128 CATTAIL LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 35 1 11 0 005 049.000

Client Code : 34177

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 50, ACCORDING TO THE FINAL PLAT OF SHILOH CREEK SECTOR ONE, PLAT ONE AS RECORDED IN MAP BOOK 38, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

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Address : 141 MAYFAIR LN, CALERA, SHELBY, AL 35040

Parcel Identification Number : 28 5 16 2 006 012.000

Client Code : 34178

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 204, ACCORDING TO THE AMENDED SURVEY OF AMENDED MAP OF FINAL PLAT OF CAMDEN COVE, SECTOR 6, AS RECORDED IN MAP BOOK 30, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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Address : 200 ROCKY RIDGE DR, HELENA, SHELBY, AL 35080

Parcel Identification Number : 13 8 28 1 005 053.000

Client Code : 34183

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 53, ACCORDING TO THE MAP AND SURVEY OF ROCKY RIDGE PHASE 2, AS RECORDED IN MAP BOOK 27, PAGE 16, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

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Address : 2158 VILLAGE LANE, CALERA, SHELBY,AL 35040

Parcel Identification Number : 22 7 35 1 004 023.000

Client Code : 34184

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 288-A, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 5, PHASE 3, AS RECORDED IN MAP BOOK 37, PAGE 65, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 704 CAHABA MANOR DR, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 12 2 003 038.000

Client Code : 34189

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 90 AND THE NORTHERLY 0.2 FEET OF LOT 91, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWNHOMES, AS RECORDED IN MAP BOOK 6, PAGES 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

\*\*\*

Address : 721 3RD AVE NW, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 13 7 36 3 002 002.000

Client Code : 34190

LOT 2, ACCORDING TO THE SURVEY OF WHITESTONE TOWNHOMES, PHASE ONE, AS CORRECTED AND RERECORDED IN MAP BOOK 20, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/11/2016 02:08:48 PM  
\$44.00 CHERRY  
20160311000079860

A handwritten signature in black ink, likely of the Probate Judge, James W. Fuhrmeister.