

20160411000118190
04/11/2016 11:59:00 AM
ASSIGN 1/10

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 March 4, 2016

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of March 4, 2016, 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").

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 March 4, 2016, executed by OMEGA RESIDENTIAL HOLDINGS I, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of NINE HUNDRED TWELVE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$912,375.00) (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 March 4, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on March 22, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 20160322000091350 (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 9th day of March 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

MICHELLE L. KALER
Notary Public - State of New York
No. 01KA628965B
Qualified in New York County
My Commission Expires September 30, 2017

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SCHEDULE I

(Properties)

(Attached)

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Address	City	State	County	Zip
10480 HWY 17	MAYLENE	AL	SHELBY	35114
127 11TH ST NW	ALABASTER	AL	SHELBY	35007
320 DUNWAR DR	CALERA	AL	SHELBY	35040
720 3RD ST NE	ALABASTER	AL	SHELBY	35007

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EXHIBIT A

(Premises Description)

(Attached)

EXHIBIT A, Premises Description

EXHIBIT A

Address : 10480 HWY 17, MAYLENE, SHELBY ,AL 35114

Parcel Identification Number : 23 5 21 0 001 020.001

Client Code : 38506

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 LOCATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AS DESCRIBED IN DEED BOOK 316, PAGE 744 IN THE SHELBY COUNTY JUDGE OF PROBATE OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE RUN SOUTH 78 DEGREES 25 MINUTES 17 SECONDS WEST A DISTANCE OF 170.3 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY. NUMBER 17; THENCE RUN SOUTH 61 DEGREES 41 MINUTES 27 SECONDS WEST A DISTANCE OF 239.8 FEET TO AN IRON PIN; THENCE RUN NORTH 28 DEGREES 18 MINUTES 33 SECONDS WEST A DISTANCE OF 105.0 FEET TO AN IRON PIN AND THE POINT OF BEGINNING: THENCE CONTINUE LAST COURSE A DISTANCE OF 91.5 FEET TO AN IRON PIN; THENCE RUN NORTH 47 DEGREES 16 MINUTES 51 SECONDS EAST A DISTANCE OF 328.2 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY NUMBER 17; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 154.0 FEET TO AN IRON PIN; THENCE RUN SOUTH 56 DEGREES 31 MINUTES 35 SECONDS A DISTANCE OF 277.4 FEET TO THE POINT OF BEGINNING. THERE IS RESERVED A 20 FOOT EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS ALONG THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

Address : 127 11TH ST NW, ALABASTER, SHELBY ,AL 35007

Parcel Identification Number : 13 7 35 3 003 009.000

Client Code : 38507

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 4, IN BLOCK 2, ACCORDING TO THE SURVEY OF FARRIS-SMITH SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Address : 320 DUNWAR DR, CALERA, SHELBY ,AL 35040

Parcel Identification Number : 35 2 03 2 001 037.004

Client Code : 38513

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 2, ACCORDING
TO THE SURVEY OF DUNWAR ESTATES, AS RECORDED IN MAP BOOK 3, PAGE 154, IN
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

Address : 720 3RD ST NE, ALABASTER, SHELBY ,AL 35007

Parcel Identification Number : 13 7 36 3 002 034.000

Client Code : 38518

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 34, ACCORDING TO THE
SURVEY OF WHITESTONE TOWNHOMES, PHASE ONE, AS CORRECTED AND RE-
RECORDED IN MAP BOOK 20, PAGE 125, IN THE PROBATE OFFICE OF SHELBY COUNT,
ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/11/2016 11:59:00 AM
\$41.00 JESSICA
20160411000118190

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