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07/15/2016 12:12:17 PM
ASSIGN 1/9

PREPARED BY
Scoville Law, PLLC,
1795 West Broadway, PMB 18,
Idaho Falls, ID 83402
Attn: Mark Scoville, Esq.

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

Dated: As of June 23, 2016

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of June 23 2016, 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 1 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 June 23, 2016, executed by CONREX RESIDENTIAL PROPERTY GROUP 2013-6 OPERATING COMPANY, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ELEVEN MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,200,000.00) (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 t, Assignment of Leases and Rents and Security Agreement dated as of June 23, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on JULY 5, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 2016070500023138C (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.

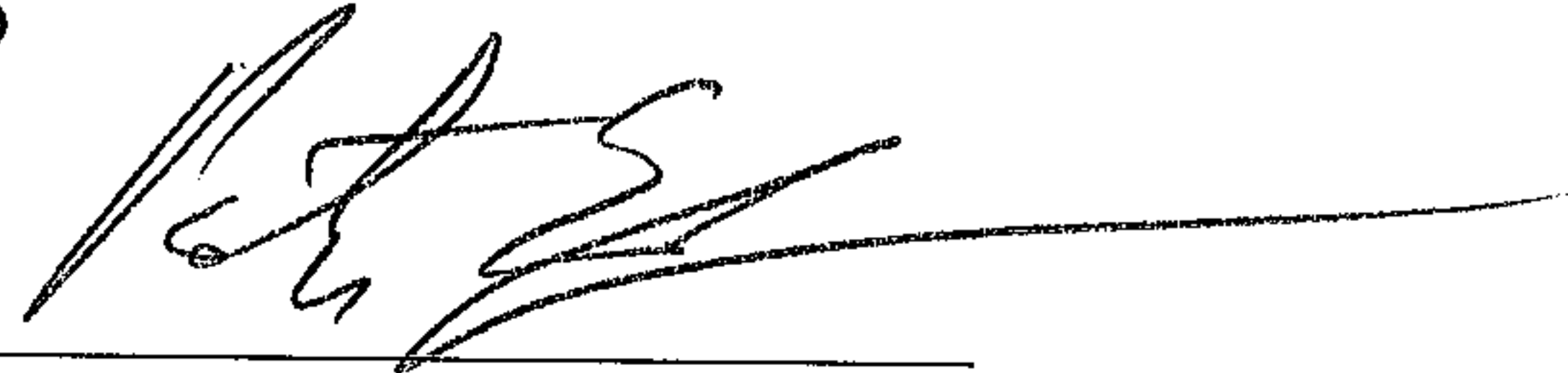
[SIGNATURE PAGE FOLLOWS]

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:



Name: Peter Kelegian

Title: Authorized Person

Address:

4201 Congress Street, Suite 475

Charlotte, North Carolina 28209

Attention: Legal Department

Facsimile No.: (704) 243-9201

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

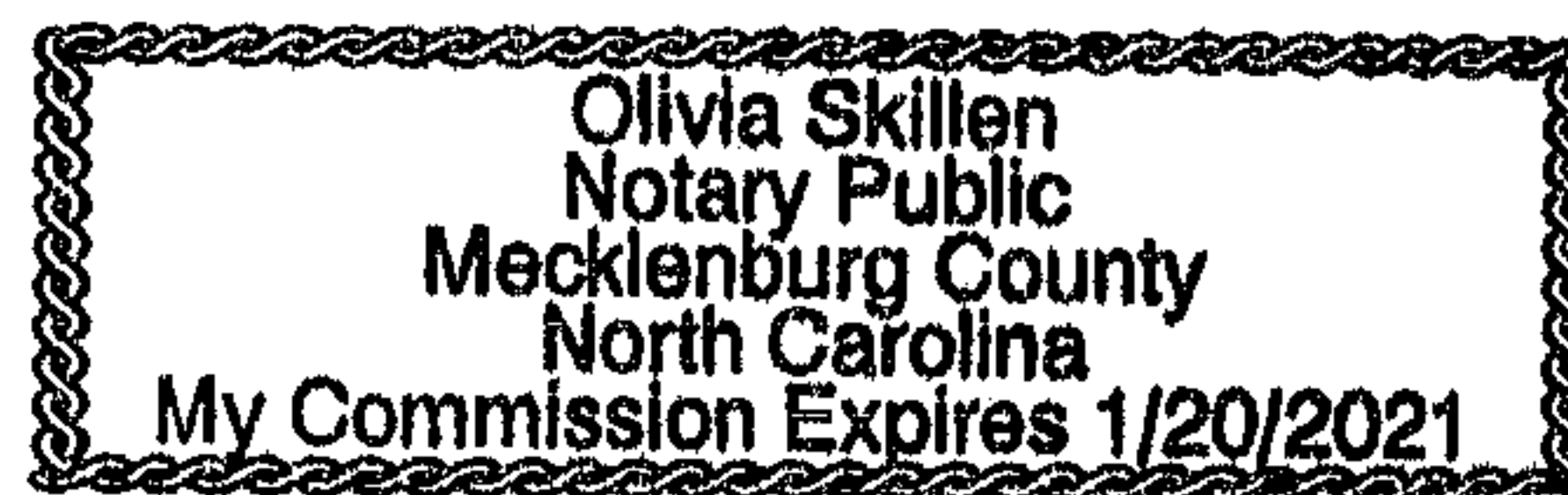
I OLIVIA SKILLEN, certify that on this 17 day of JUNE, 2016,
Peter Kelegian, an Authorized Person of B2R Finance L.P., a Delaware limited partnership,
personally appeared before me, acknowledging to me that he or she signed the foregoing
instrument on behalf of said limited partnership.


Notary Public

Print Name: OLIVIA SKILLEN

My commission expires:

JANUARY 20, 2021



SCHEDULE I

(Attached)

SCHEDULE 1

Property List

<u>Address</u>	<u>City</u>	<u>State</u>	<u>County</u>	<u>Zip</u>
98 BONNIEVILLE DR	CALERA	AL	SHELBY	35040

EXHIBIT A

(Premises Description)

Exhibit "A"

Address : 98 BONNIEVILLE DR, CALERA, SHELBY, AL 35040
Parcel Identification Number : 35-1-02-0-002-044.000
Client Code : CRX7-31

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

LOT 44, ACCORDING TO THE SURVEY OF WILLOW COVE, PHASE I, AS
RECORDED IN MAP BOOK 23, PAGE 75, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/15/2016 12:12:17 PM
\$39.00 CHERRY
20160715000247660

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