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08/09/2016 08:07:14 AM  
ASSIGN 1/10

PREPARED BY:  
Karen J. Wade  
Alston & Bird, LLP  
2828 N Harwood, Suite 1800  
Dallas, TX 75201

UPON RECORDATION RETURN TO:  
Kelly Grady  
OS National, LLC  
2170 Satellite Blvd, Suite 200  
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: August 04, 2016**

**State: Alabama**

**County: Shelby**

20160809000282430 08/09/2016 08:07:14 AM ASSIGN 2/10  
**ASSIGNMENT OF SECURITY INSTRUMENT**

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 4<sup>th</sup> day of August, 2016, 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 November 17, 2015, executed by **Conrex Residential Property Group 2013-3 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 nineteen million two hundred fifty thousand and No/100 Dollars (\$19,250,000.00) (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 to Secure Debt, Assignment of Leases and Rents and Security Agreement dated as of November 17, 2015, executed by Borrower for the benefit of B2R, as lender, and recorded on November 19, 2015 in the Real Property Records of Shelby County, Alabama, as Document No. 20151119000400230 / 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.

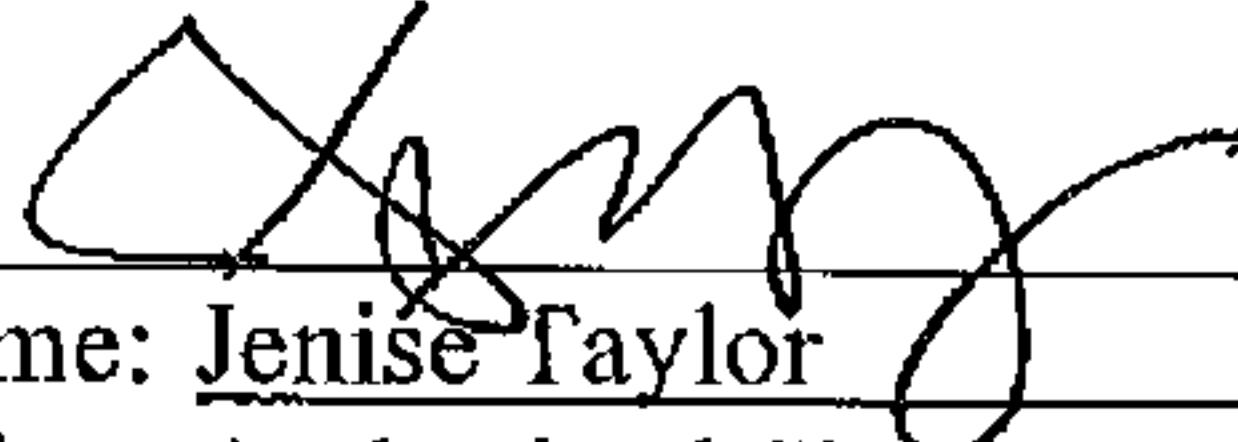
ASSIGNOR:

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

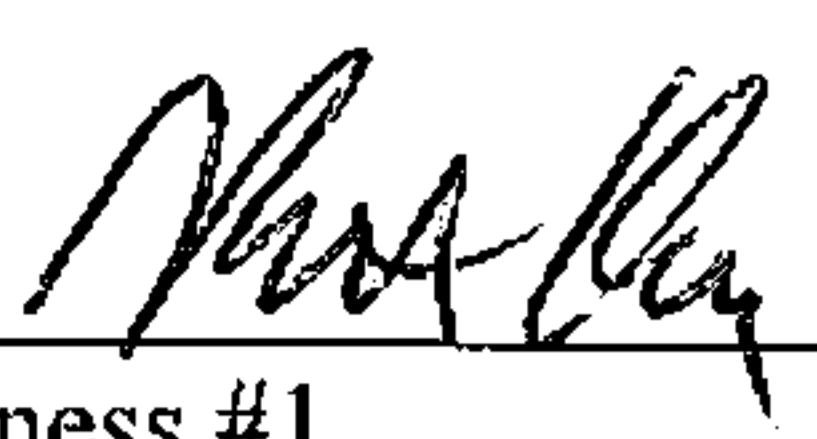
By:

  
Name: Jenise Taylor  
Title: Authorized Signatory

Address:

4201 Congress Street, Suite 475  
Charlotte, North Carolina 28209  
Attention: Legal Department  
Facsimile No.: (704) 243-9201

  
Witness #1

  
Witness #1

ACKNOWLEDGMENT

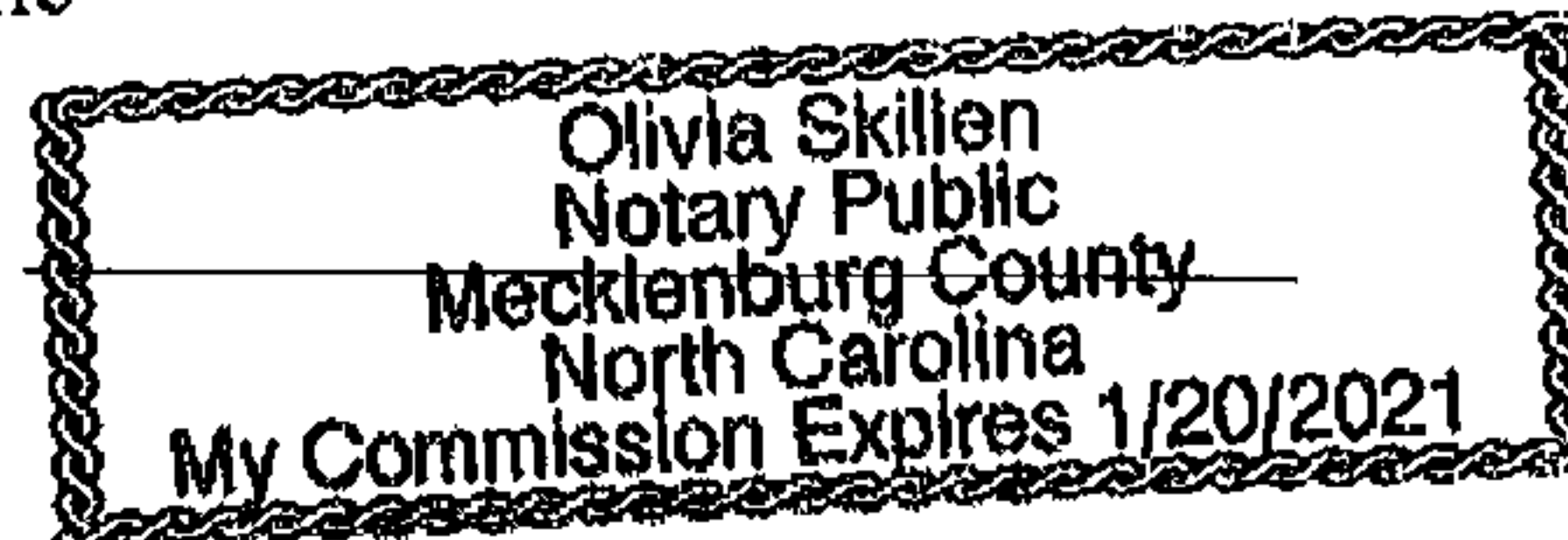
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 8th day of July, 2016, by Jenise Taylor, as 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.

  
Notary Public

Print Name:



My commission expires:

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**EXHIBIT A**

(Premises Description)

EXHIBIT A-1

STREET ADDRESS: 104 MAINSAIL CIRCLE, ALABASTER, AL, 35007  
COUNTY: SHELBY  
CLIENT CODE: CRX3-121  
TAX PARCEL ID/APN: 13 7 26 2 001 003.009

LOT 105, ACCORDING TO THE THIRD SECTOR OF PORT SOUTH, AS RECORDED IN MAP BOOK 7, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-2

STREET ADDRESS: 1356 OLD BOSTON ROAD, ALABASTER, AL, 35007  
COUNTY: SHELBY  
CLIENT CODE: CRX3-132  
TAX PARCEL ID/APN: 13 8 34 1 003 014.000

LOT 64, ACCORDING TO THE SURVEY OF VALLEY FORGE, AS RECORDED IN MAP BOOK 6, PAGE 60, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-3

STREET ADDRESS: 516 PARK VILLAGE LANE, ALABASTER, AL, 35007  
COUNTY: SHELBY  
CLIENT CODE: CRX3-153  
TAX PARCEL ID/APN: 23-7-26-0-010-028.000

LOT 28, ACCORDING TO THE FINAL PLAT PARK FOREST VILLAGE, AS RECORDED IN MAP BOOK 31, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-4

STREET ADDRESS: 109 WATERFORD HIGHLANDS TRAIL, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-123  
TAX PARCEL ID/APN: 22 7 35 2 005 013.000

LOT 446, ACCORDING TO THE FINAL PLAT OF WATERFORD HIGHLANDS SECTOR 2, PHASE 1, AS RECORDED IN MAP BOOK 30, PAGE 110 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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**EXHIBIT A-5**

STREET ADDRESS: 1179 VILLAGE TRAIL, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-127  
TAX PARCEL ID/APN: 22 7 35 2 006 027.000

LOT 330, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 2, AS  
RECORDED IN MAP BOOK 30, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

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**EXHIBIT A-6**

STREET ADDRESS: 1556 20TH AVENUE, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-135  
TAX PARCEL ID/APN: 28 5 21 3 002 028.000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOTS 21, 22, AND 23, IN BLOCK  
267, ACCORDING TO THE MAP AND SURVEY OF J.H. DUNSTAN OF THE TOWN OF  
CALERA, ALABAMA.

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**EXHIBIT A-7**

STREET ADDRESS: 2211 VILLAGE LANE, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-140  
TAX PARCEL ID/APN: 22-7-35-1-004-009.00

LOT 212A ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 5 PHASE 3 AS  
RECORDED IN MAP BOOK 37 PAGE 65 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

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EXHIBIT A-8

STREET ADDRESS: 229 VILLAGE DRIVE, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-141  
TAX PARCEL ID/APN: 227352002105000

LOT 33, 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.

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EXHIBIT A-9

STREET ADDRESS: 328 MAGGIE WAY, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-146  
TAX PARCEL ID/APN: 28-5-16-2-001-033.000

LOT 31, ACCORDING TO THE SURVEY OF HAMPTON SQUARE AS RECORDED IN MAP  
BOOK 42 PAGE 114 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,  
ALABAMA.

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EXHIBIT A-10

STREET ADDRESS: 333 SAVANNAH CIRCLE, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-147  
TAX PARCEL ID/APN: 22-9-31-2-004-001.000

LOT 601 A, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, 6TH SECTOR,  
RESURVEY OF LOT 601, AS RECORDED IN MAP BOOK 31, PAGE 66, IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-11

STREET ADDRESS: 352 UNION STATION WAY, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-148  
TAX PARCEL ID/APN: 28 3 06 0 007 021.000

LOT 27, ACCORDING TO THE SURVEY OF UNION STATION PHASE I, AS RECORDED IN  
MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-12

STREET ADDRESS: 387 UNION STATION WAY, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-149  
TAX PARCEL ID/APN: 28-3-06-0-007-024.000

LOT 49, ACCORDING TO THE SURVEY OF UNION STATION PHASE 1, AS RECORDED IN  
MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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EXHIBIT A-13

STREET ADDRESS: 443 CAMDEN COVE CIRCLE, CALERA, AL, 35040  
COUNTY: SHELBY  
CLIENT CODE: CRX3-151  
TAX PARCEL ID/APN: 28 5 16 2 009 013.000

LOT 234, ACCORDING TO THE SURVEY OF THE FINAL PLAT OF CAMDEN COVE, SECTOR  
9, AS RECORDED IN MAP BOOK 33, PAGE 14, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

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Filed and Recorded  
Official Public Records Page 4 of 4  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/09/2016 08:07:14 AM  
\$42.00 CHERRY  
20160809000282430

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