

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

20160812000287650
08/12/2016 09:55:44 AM
ASSIGN 1/11

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

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 4th 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 January 27, 2016, executed by **Conrex Residential Property Group 2013-4 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 twenty-five million seven hundred seventy thousand and No/100 Dollars (\$25,770,000.00) (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 January 27, 2016, executed by Borrower for the benefit of B2R, as lender, and recorded on February 02, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 20160202000034070 / 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]

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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:

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

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ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

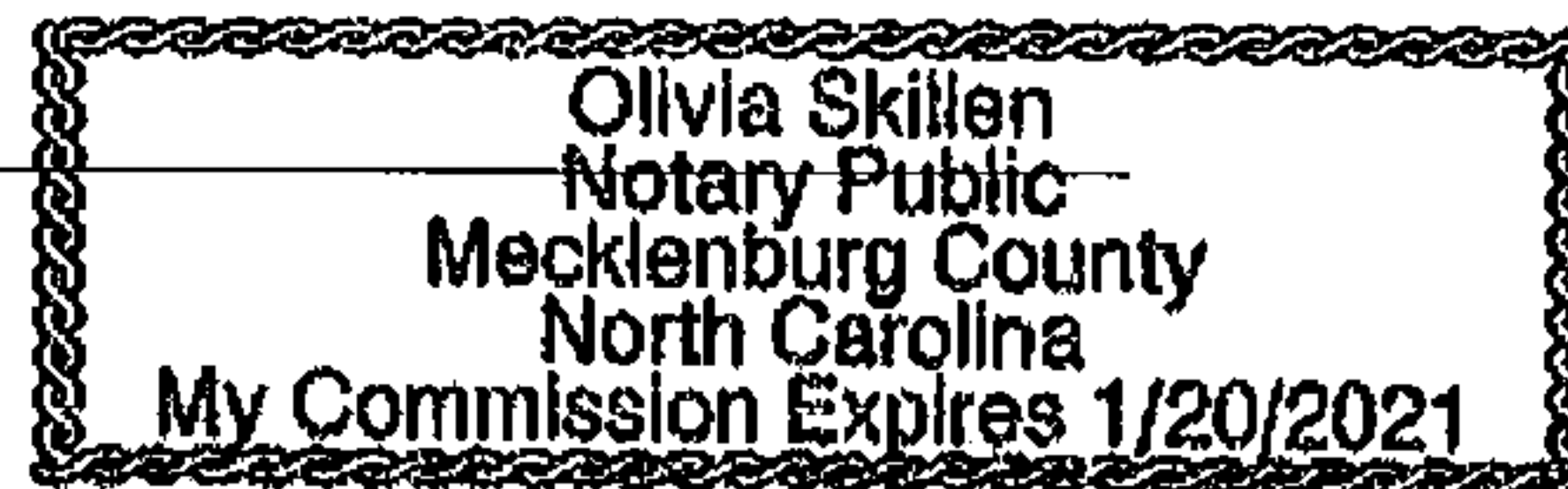
COUNTY OF MECKLENBURG

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

My commission expires:

Print Name: _____



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EXHIBIT A

(Premises Description)

EXHIBIT A-1

STREET ADDRESS: 14 EDDINGS LN, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX5-73
TAX PARCEL ID/APN: 23-7-35-0-001-023.000

LOT 14, ACCORDING TO THE SURVEY OF MONTE TIERRA, 1ST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 93, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EXHIBIT A-2

STREET ADDRESS: 140 LAKE TERR, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX5-74
TAX PARCEL ID/APN: 13 7 36 1 002 011.000

LOT 11, ACCORDING TO THE SURVEY OF LAKE TERRACE, AS RECORDED IN MAP BOOK 19, PAGE 153, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-3

STREET ADDRESS: 147 MISSION DR, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: CRX5-83
TAX PARCEL ID/APN: 23 5 22 0 003 024.000

LOT 9, BLOCK 4, ACCORDING TO THE SURVEY OF MISSION HILLS, SECOND SECTOR AS RECORDED IN MAP BOOK 6, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-4

STREET ADDRESS: 1129 SAVANNAH LN, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-67
TAX PARCEL ID/APN: 22-9-31-4-002-030.000

LOT 30, ACCORDING TO THE AMENDED MAP SAVANNAH POINTE SECTOR IX, AS RECORDED IN MAP BOOK 37, PAGE 51 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-5

STREET ADDRESS: 1173 SAVANNAH LN, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-68
TAX PARCEL ID/APN: 229314002041000

LOT 41, ACCORDING TO THE AMENDED MAP SAVANNAH POINTE SECTOR IX, AS RECORDED IN MAP BOOK 37, PAGE 51 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-6

STREET ADDRESS: 1175 VILLAGE TRL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-69
TAX PARCEL ID/APN: 22 7 35 2 006 026.000

LOT 331, WATERFORD VILLAGE, SECTOR 2, AS RECORDED IN MAP BOOK 30, PAGE 112, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-7

STREET ADDRESS: 1219 VILLAGE TRL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-70
TAX PARCEL ID/APN: 22-7-35-1-003-034.000

LOT 320, ACCORDING TO THE SURVEY OF FINAL PLAT OF WATERFORD VILLAGE SECTOR 5, PHASE 1, AS RECORDED IN MAP BOOK 36, PAGE 16, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. EXCEPTING THEREFROM SUCH OIL, GAS AND OTHER MINERALS IN, ON AND UNDER SAID REAL PROPERTY, TOGETHER WITH ALL RIGHTS IN CONNECTION THEREWITH, AS HAVE PREVIOUSLY BEEN RESERVED BY OR CONVEYED TO OTHERS; IT BEING THE INTENTION OF THE GRANTOR TO CONVEY TO GRANTEEES ONLY THE INTEREST GRANTOR OWNS THEREIN, IF ANY.

EXHIBIT A-8

STREET ADDRESS: 133 SPRING ST, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-72
TAX PARCEL ID/APN: 228330002112000

LOT 100, ACCORDING TO THE SURVEY OF SUMMERCHASE, PHASE 4, AS RECORDED IN MAP BOOK 26, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EXHIBIT A-9

STREET ADDRESS: 217 CREEKSTONE TRL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-75
TAX PARCEL ID/APN: 28 3 06 0 002 017.000

LOT 96, ACCORDING TO THE FINAL PLAT OF STONECREEK, PHASE 1, AS RECORDED IN MAP BOOK 32, PAGE 92, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-10

STREET ADDRESS: 308 MAGGIE WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-76
TAX PARCEL ID/APN: 28 5 16 2 001 038.000

LOT 36, 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

EXHIBIT A-11

STREET ADDRESS: 312 MAGGIE WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-77
TAX PARCEL ID/APN: 28 5 16 2 001 037.000

LOT 35, 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-12

STREET ADDRESS: 312 UNION STATION WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-78
TAX PARCEL ID/APN: 28-3-05-0-011-022.000

LOT 37, 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.

EXHIBIT A-13

STREET ADDRESS: 320 MAGGIE WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-79
TAX PARCEL ID/APN: 28-5-16-2-001-035.000

LOT 33, 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.

EXHIBIT A-14

STREET ADDRESS: 395 UNION STATION WAY, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-80
TAX PARCEL ID/APN: 28 3 06 0 007 026.000

LOT 51, 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.

EXHIBIT A-15

STREET ADDRESS: 948 MCALLISTER DR, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: CRX5-81
TAX PARCEL ID/APN: 22 9 31 1 001 039.000

LOT 249, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR II, PHASE I, AS RECORDED IN MAP BOOK 25, PAGE 115, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-16

STREET ADDRESS: 133 CHURCHILL DR, MAYLENE, AL, 35114
COUNTY: SHELBY
CLIENT CODE: CRX5-71
TAX PARCEL ID/APN: 23-2-04-0-006-007.000

LOT 206, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE, SECTOR 2, PHASE 5, AS RECORDED IN MAP BOOK 28, PAGE 91, 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
08/12/2016 09:55:44 AM
\$45.00 DEBBIE
20160812000287650

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