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08/22/2016 03:49:19 PM  
ASSIGN 1/10

UPON RECORDATION RETURN TO:

OS National, LLC  
2170 Satellite Blvd.  
Suite 450  
Duluth, GA 30097  
Attention: Jamie Wunder

**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: As of August 11, 2016**

**State: Alabama**

**County: Shelby**

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "**Assignment**"), made and entered into as of August 11, 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**").

### 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 8, 2016, executed by CONREX RESIDENTIAL PROPERTY GROUP 2013-5 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 NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,900,000.00) (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 and the First Assignment of Security Instrument (as hereinafter defined).

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, Assignment of Leases and Rents and Security Agreement, dated as of March 8, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on April 15, 2016, in the Real Property Records of Shelby County, Alabama, as Document No. 20160415000124910 (the "**Security Instrument**"), in respect of the Premises.

That certain Assignment of Security Instrument, dated as of March 8, 2016, from B2R to B2R REPO SELLER 2 L.P., a Delaware limited partnership, as assignee, and recorded on May 6, 2016, in the Real Property Records of Shelby County, Alabama, as Document No. 20160506000153620 (the "**First Assignment of 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 First 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: Stacy Loomis  
Title: Authorized Person

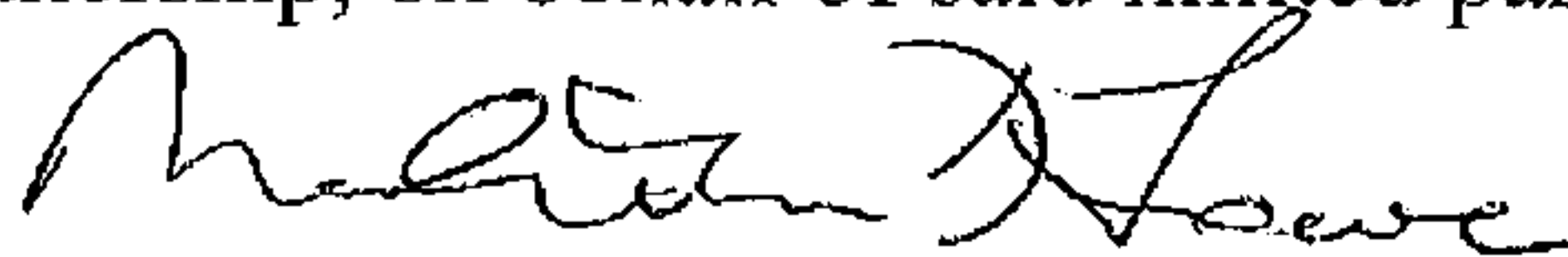
Address:  
4201 Congress Street, Suite 475  
Charlotte, North Carolina 28209  
Attention: General Counsel  
Facsimile No.: (704) 228-0010

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2016 by Stacy Loomis, an Authorized Person 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.

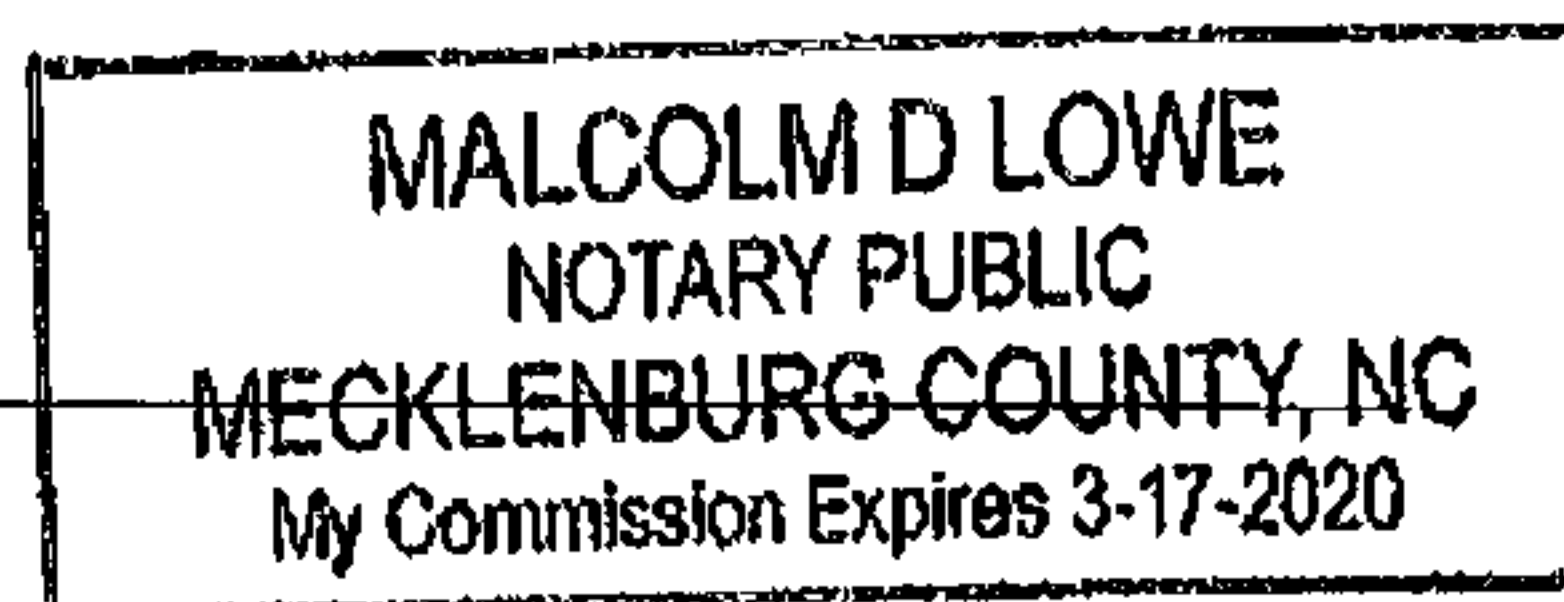


Notary Public

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_



**SCHEDULE I**

*(Attached)*

SCHEDULE J

Address	City	State	County	Zip
1076 FAIRBANK LN	CHELSEA	AL	SHELBY	35043
1337 5TH AVE SW	ALABASTER	AL	SHELBY	35007
160 MOSS STONE LN	CALERA	AL	SHELBY	35040
2 MONTE VERDE LN	MONTEVALLO	AL	SHELBY	35115
2011 20TH ST	CALERA	AL	SHELBY	35040
462 SAVANNAH CV	CALERA	AL	SHELBY	35040
971 MERIWEATHER DR	CALERA	AL	SHELBY	35040

**EXHIBIT A**

*(Attached)*



Exhibit "A"

Address : 1076 FAIRBANK LN, CHELSEA, SHELBY, AL 35043  
Parcel Identification Number : 08 9 31 2 003 025.000  
Client Code : CRX6-51

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

LOT 3-42, ACCORDING TO THE PLAT OF CHELSEA PARK 3RD SECTOR AS RECORDED IN MAP BOOK 34, PAGE 23 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 1337 5TH AVE SW, ALABASTER, SHELBY, AL 35007  
Parcel Identification Number : 23 2 03 1 002 044.000  
Client Code : CRX6-6

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

LOT 3, BLOCK 2, ACCORDING TO THE MAP AND SURVEY OF ALL ACRES SUBDIVISION, THIRD SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 79, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 160 MOSS STONE LN, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 28 3 06 0 005 029.000  
Client Code : CRX6-39

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

LOT 76, ACCORDING TO THE FINAL PLAT OF STONECREEK PHASE 4, AS RECORDED IN MAP BOOK 37, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 2 MONTE VERDE LN, MONTEVALLO, SHELBY, AL 35115  
Parcel Identification Number : 23 7 35 0 003 028.000  
Client Code : CRX6-62

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

LOT 2, ACCORDING TO THE SURVEY OF MONTE VERDE, AS RECORDED IN MAP BOOK 6, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING IN SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 2011 20TH ST, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 35 2 03 1 002 034.000  
Client Code : CRX6-40

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

LOT 29 OF FARRIS SUBDIVISION, CALERA, ALABAMA, ACCORDING TO THE MAP OR PLAT OF FARRIS SURVEY AND SUBDIVISION OF CALERA, ALABAMA, RECORDED IN MAP BOOK 3, PAGE 126, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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Address : 462 SAVANNAH CV, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 22 9 31 2 003 013.000  
Client Code : CRX6-41

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

LOT 513, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR V, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 42, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

\*\*\*

Address : 971 MERIWEATHER DR, CALERA, SHELBY, AL 35040  
Parcel Identification Number : 28 4 20 0 000 104.000  
Client Code : CRX6-42

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 28, ACCORDING TO THE SURVEY OF THE MEADOWS AT MERIWEATHER, PHASE 1, SECOND ADDITION, AS RECORDED IN MAP BOOK 34, PAGE 92, 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  
08/22/2016 03:49:19 PM  
\$42.00 CHERRY  
20160822000303200

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