

PREPARED BY AND
UPON RECORDATION RETURN TO:

Colony American Finance
c/o Michelle Aileen Fallis
1920 Main St.
Suite 850
Irvine, CA 92614

20161128000432310
11/28/2016 09:10:34 AM
ASSIGN 1/10

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 August 12, 2016

**State: Alabama
County: Shelby**

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of August 12, 2016, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower St. 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 St. 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 August 12, 2016, executed by OMEGA RESIDENTIAL HOLDINGS II, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,543,500.00) (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 August 12, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on September 2, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 20160902000320400 (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]

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 4/10

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: Elizabeth O'Brien
Title: CEO

Address:
515 South Flower St. 44th Floor,
Los Angeles, CA 90071
Attn: General Counsel

State of New York)

County of New York) ss.:

On the 24th day of August in the year 2016, before me, the undersigned, personally appeared Elizabeth O'Brien, 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.



NOTARY PUBLIC

Signature and Office of individual
taking acknowledgment

DANIELLE WISE
NOTARY PUBLIC-STATE OF NEW YORK
No 01WI6194085
Qualified In New York County
My Commission Expires 09-29-2016

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 6/10

SCHEDULE I

(Attached)

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 7/10

SCHEDULE I

Address	City	State	County	Zip
1115 KING ARTHUR CT	ALABASTER	AL	SHELBY	35007
124 ENCLAVE AVE	CALERA	AL	SHELBY	35040
125 SHINE DR	PELHAM	AL	SHELBY	35124
183 FLAGSTONE ST	CALERA	AL	SHELBY	35040
186 FLAGSTONE LN	CALERA	AL	SHELBY	35040
200 SARATOGA LN	CALERA	AL	SHELBY	35040
204 CONNIE ST	ALABASTER	AL	SHELBY	35007
2143 VILLAGE LN	CALERA	AL	SHELBY	35040

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 8/10

EXHIBIT A

(Premises Description)

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 9/10

EXHIBIT A

Address : 1115 KING ARTHUR CT, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 13 7 26 4 001 002.004

Client Code : 43285

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 1, ACCORDING TO THE SURVEY OF BISHOP CREEK TOWNHOMES, AS RECORDED IN MAP BOOK 10, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: 20160317000085740

Address : 124 ENCLAVE AVE, CALERA, SHELBY,AL 35040

Parcel Identification Number : 35 1 02 2 002 007.000

Client Code : 43287

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 7, ACCORDING TO THE SURVEY OF THE ENCLAVE PHASE I, AS RECORDED IN MAP BOOK 38, PAGE 1 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Address : 125 SHINE DR, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 02 1 000 018.025

Client Code : 43288

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 13, ACCORDING TO THE FINAL PLAT WYNFIELD PARC PHASE TWO, AS RECORDED IN MAP BOOK 29, PAGE 128, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160607000195080

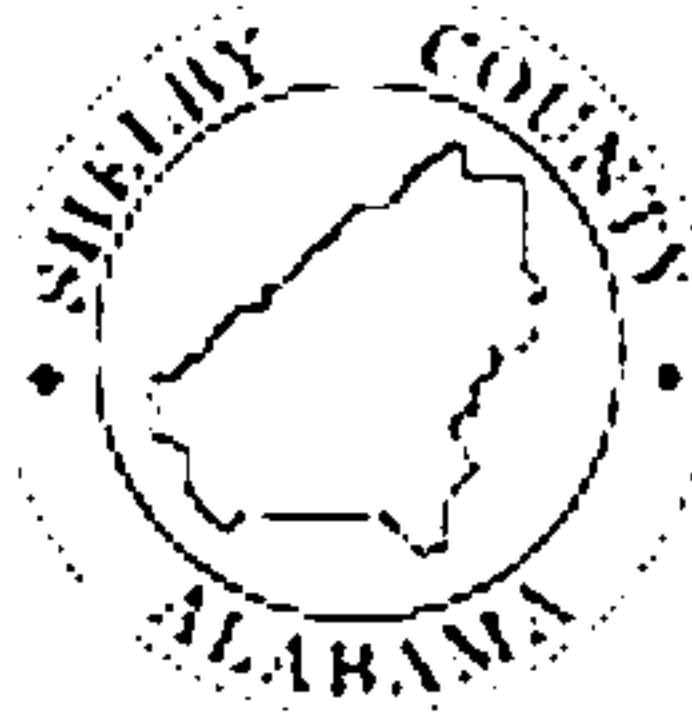
Address : 183 FLAGSTONE ST, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 5 16 2 004 011.000

Client Code : 43290

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 159, ACCORDING TO THE SURVEY OF CAMDEN COVE. SECTOR 3, AS RECORDED IN MAP BOOK 28, PAGE 3. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20160217000050200.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/28/2016 09:10:34 AM
\$42.00 DEBBIE
20161128000432310

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

20161128000432310 11/28/2016 09:10:34 AM ASSIGN 10/10

Address : 186 FLAGSTONE LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 5 16 2 004 023.000

Client Code : 43291

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 171, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 3, AS RECORDED IN MAP BOOK 28, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20160321000087890.

Address : 200 SARATOGA LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 35 1 11 0 003 001.000

Client Code : 43292

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 THE FINAL PLAT OF THE COTTAGES OF SARATOGA, PHASE I, AS RECORDED IN MAP BOOK 31 PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20160304000068940

Address : 204 CONNIE ST, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 23 6 23 2 001 033.000

Client Code : 43293

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 4, BLOCK 3, ACCORDING TO THE SURVEY OF GREEN VALLEY, AS RECORDED IN MAP BOOK 5, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20160322000091560

Address : 2143 VILLAGE LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 22 7 35 2 007 049.000

Client Code : 43295

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 216, ACCORDING TO THE MAP OF WATERFORD VILLAGE, SECTOR 3, PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20160419000128150
