

20161219000461170
12/19/2016 08:22:15 AM
ASSIGN 1/11

PREPARED BY:
Colony American Finance
2450 Broadway, 6th Floor,
Santa Monica, CA 90404,
Attn: General Counsel

UPON RECORDATION RETURN TO:
OS National, LLC
2170 Satellite Blvd, Ste 200
Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF TERM BORROWER MS, LLC,
a Delaware limited liability company,

to

COLONY AMERICAN FINANCE LENDER, LLC,
a Delaware limited liability company

Dated: As of November 15, 2016

State: Alabama
County: Shelby

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ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 15th day of November, 2016, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 ("Assignor"), in favor of **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 2450 Broadway, 6th Floor, Santa Monica, California 90404 ("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 30, 2016 executed by **BARP JUNE 2016, LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of two million five hundred ninety-nine thousand dollars (\$2,599,000.00) (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 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 June 30, 2016, executed by Borrower for the benefit of Colony American Finance Lender, LLC, as lender, and recorded on July 8, 2016 in the Real Property Records of Shelby County, Alabama, as Document No. 20160708000237700, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises.

2. 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.

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.

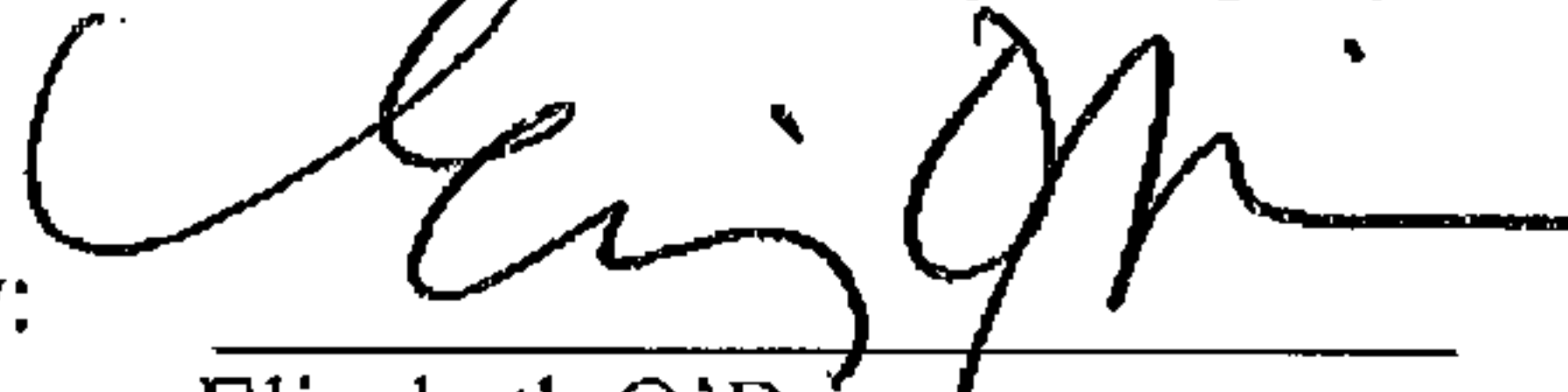
7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder 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.

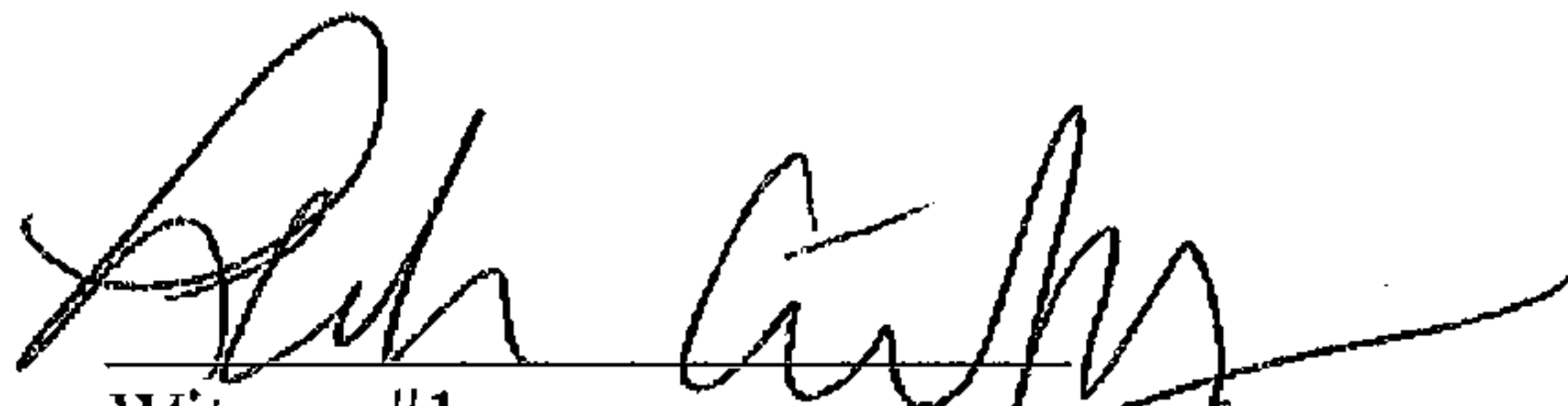
[SIGNATURE PAGE FOLLOWS]

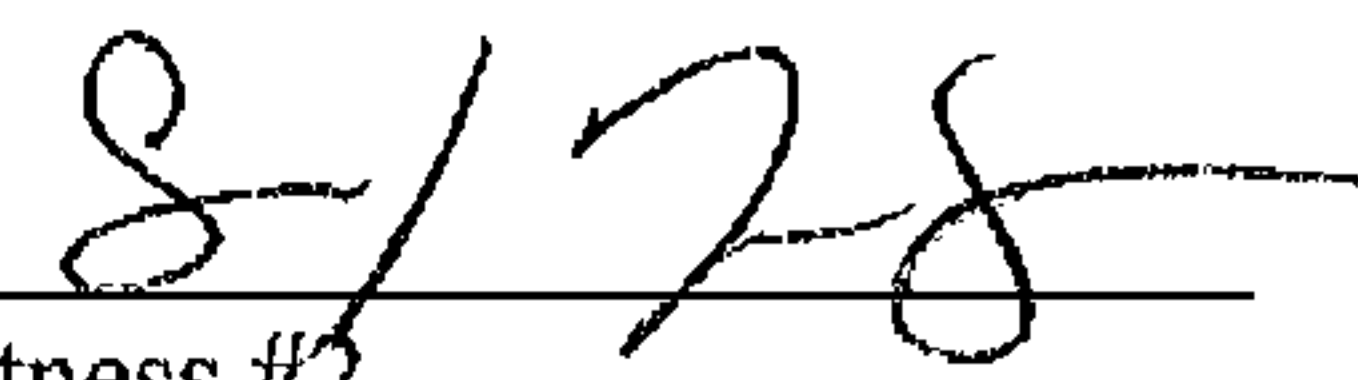
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

CAF TERM BORROWER MS, LLC,
a Delaware limited liability company

By: 
Elizabeth O'Brien
Chief Executive Officer


Witness #1
Print Name: Leah Grancyskaya


Witness #2
Print Name: Samuel Harrity

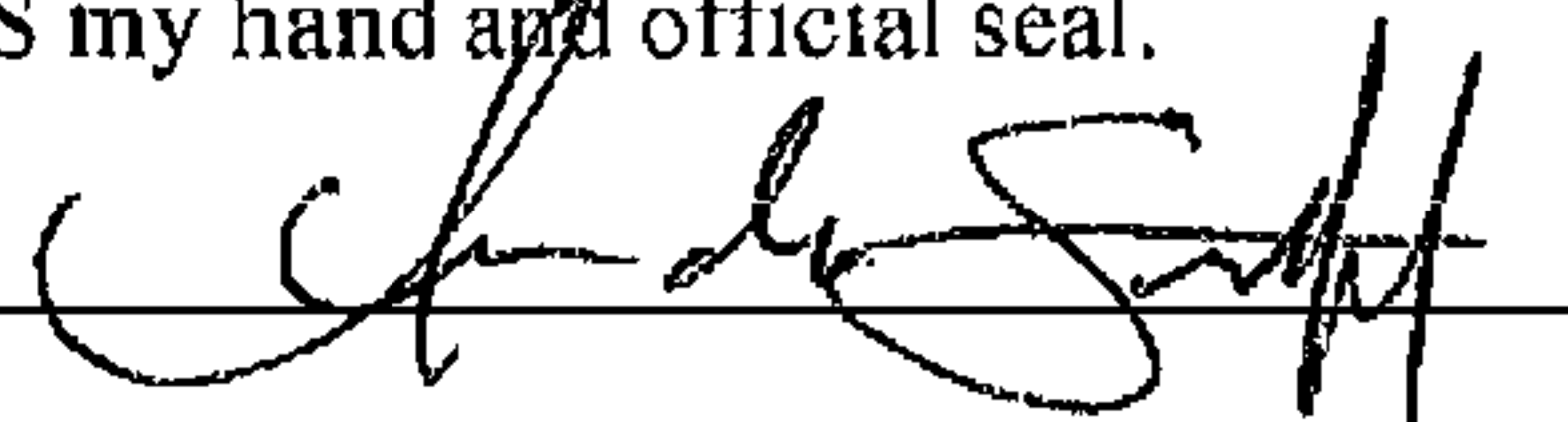
ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.:

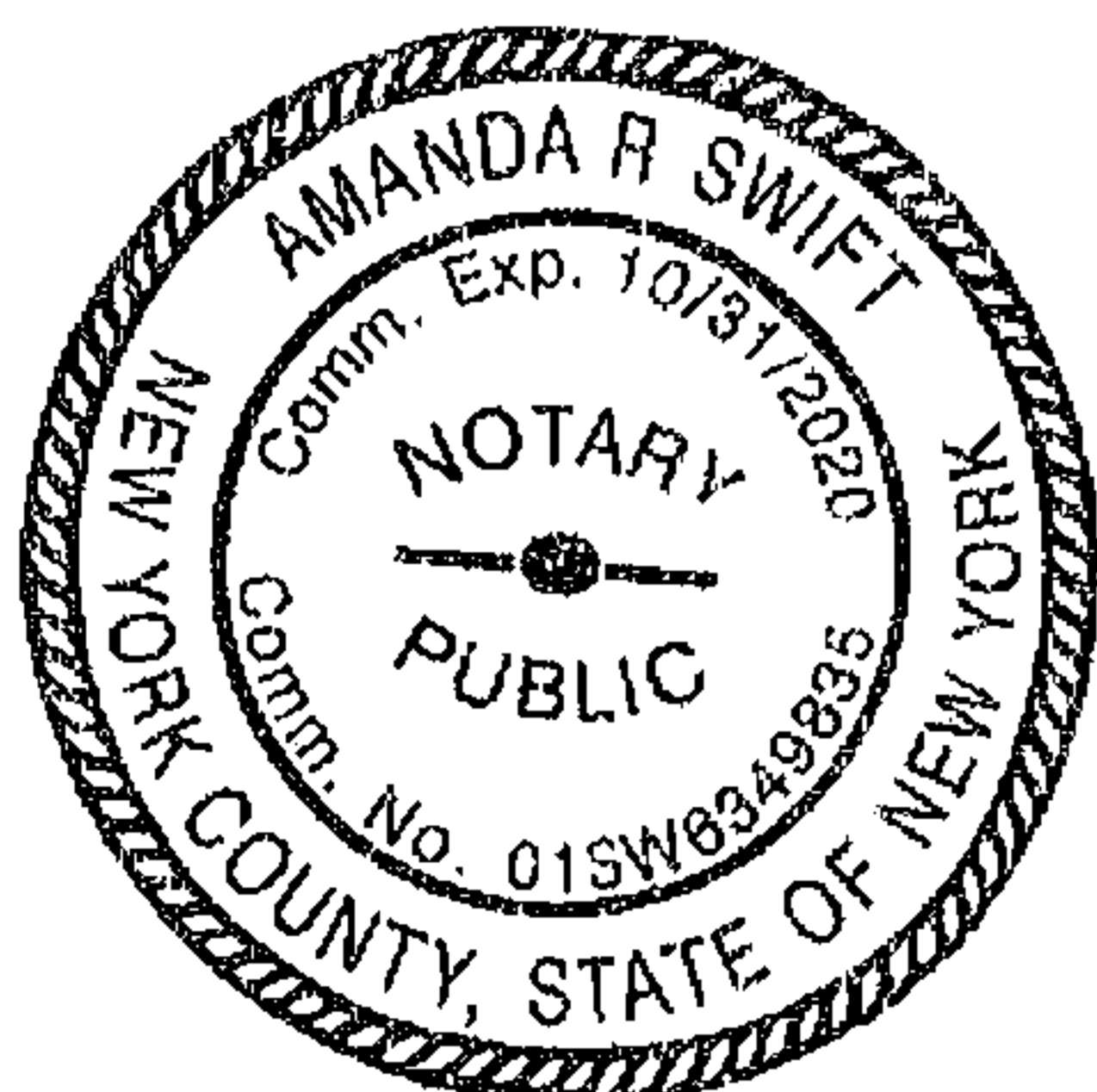
On December 6, 2016, before me, Amanda R. Swift, a Notary Public personally appeared Elizabeth O'Brien, personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, **and that such individual made such appearance before the undersigned in the City of New York, County of New York, State of New York.**

WITNESS my hand and official seal.

Signature



(Notary Seal)



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EXHIBIT A

(Premises Description)

Loan # 19532
EXHIBIT A, Premises Description

EXHIBIT A

Legal Description

Parcel 1: (1129 Linwood Street)

Lots 66 and 67, according to the Survey of Berkley Hills, as recorded in Map Book 17, Page 44, in the Probate Office of Jefferson County, Alabama.

Parcel 2: (1133 3rd Plaza)

Lot 19, in Block 3, according to the Survey of Fifth Sector, Woodland Forest Estates, as recorded in Map Book 20 Page 54, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 3: (116 Rose Drive)

Lot 8, Block 4, according to the Map and Survey of Reese-King Addition to Roebuck, as recorded in Map Book 39, Page 82, in the Probate Office of Jefferson County, Alabama.

Parcel 4: (1353 Glenwood Street NW)

Lot 260, according to the Survey of Berkley Hills, 2nd Addition, as recorded in Map Book 18, Page 34, in the Probate Office of Jefferson County, Alabama.

Parcel 5: (1449 King George Drive)

Lot 34, according to the Survey of Kingwood, as recorded in Map Book 6 Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel 6: (1601 2nd Street NW)

The South half of West 110 feet of Lot 9, Block 10, according to the map of Borgan and Cleveland First Addition to CenterPoint, as recorded in Map Book 27, Page 40, in the Probate Office of Jefferson County, Alabama.

Parcel 7: (1653 Azalea Drive)

Lot 29, Block P, according to the Survey of Unit 2, Spring Lake Manor Subdivision, as recorded in Map Book 36 Page 96, in the Probate Office of Jefferson County, Alabama.

Parcel 8: (173 Creekstone Trail)

Lot 107, according to the Survey of Final Plat of Stonecreek, Phase I, as recorded in Map Book 32 Page 92, in the Probate Office of Shelby County, Alabama.

Parcel 9: (1930 Pratt Highway)

That part of the South half of the Southwest Quarter of Section 12, Township 17 South, Range 4 West, more particularly described as follows: Begin at the Northwest Corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 12, Township 17 South, Range 4 West; thence South along the West boundary line of said Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of 208.0 feet; thence in an Easterly direction and parallel with the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 90 feet to the West line of a Public Road for the Point of Beginning; thence in a Westerly direction and parallel with the North line of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of 208.1 feet; thence an angle to the left of 90 degrees 16 minutes Southerly 108.5 feet; thence an angle to the left of 90 degrees 16 minutes run

in an Easterly direction 209.4 feet to the West line of a Public Road; thence in a Northerly direction along the West line of Public Road 108.81 feet to the Point of Beginning, lying South of the Property described in Volume 658, Page 150.

Parcel 10: (199 Calloway Lane)

Lot 16, according to the Survey of Calloway Cove Townhomes, Plat No. 1, as recorded in Map Book 31 Page 67, in the Probate Office of Shelby County, Alabama.

Parcel 11: (2040 Edenwood Drive)

Lot 5, Block 22, according to the Survey of Edenwood, Second Sector, as recorded in Map Book 19, Page 23, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 12: ITEM INTENTIONALLY DELETED

Parcel 13: (217 Chickasaw Drive)

Lot 16, according to the Map and Survey of Forestdell, as recorded in Map Book 48, Page 30, in the Probate Office of Jefferson County, Alabama.

Parcel 14: (2240 2nd Place NE)

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 16 South, Range 1 West, Jefferson County, Alabama described as follows: Begin at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 16 South, Range 1 West and run West along the North line of said Quarter-Quarter Section 350 feet; thence 90 degrees 29 minutes left 324.49 feet for the Point of Beginning; thence 90 degrees right 165 feet; thence 90 degrees left 100 feet; thence 90 degrees left 165 feet; thence 90 degrees left 100 feet to the Point of Beginning.

Parcel 15: (2449 Tracy Lane)

Lot 21, according to the Map and Survey of Meadow Wood Estates 1st Sector, as recorded in Map Book 113, Page 3, in the Probate Office of Jefferson County, Alabama.

Parcel 16: (2501 Matzek Road)

Lot 11, in Block 3 according to the Survey of Shadeswood Park, Fifth Sector Addition, as recorded in Map Book 19, Page 65, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 17: (2528 Circle Drive)

Lot 2, Block 4, according to the Survey of Bessemer Gardens, as recorded in Map Book 3, Page 14, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 18: (3356 Shallowford Circle)

Lot 8, according to the Survey of Shallowford Townhomes, 2nd Sector, as recorded in Map Book 151, Page 66, in the Probate Office of Jefferson County, Alabama.

Parcel 19: (3549 Brookfield Road)

Lot 28, in Block 4, according to the Survey of Pinewood, Second Addition, as recorded in Map

Book 20, Page 49, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 20: (409 20th Court NE)

Lot 18, in Block 6, of the Survey of Woodland Estates, First Sector, as recorded in Map Book 88, Page 12, in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel 21: (413 Fernbrook Avenue)

Lot 5, in Block 7, according to the Survey of Cloverdale Estates, Second Addition, as recorded in Map Book 47 Page 17, in the Probate Office of Shelby County, Alabama.

Parcel 22: (413 Hearne Circle)

Lot 14, according to the Survey of Woodcrest Estates, as recorded in Map Book 44, Page 90, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Parcel 23: (428 Woodland Court NE)

Lot 8, Block 1, according to the Map and Survey of Woodland Estates, Second Sector, as recorded in Map Book 90, Page 63, in the Probate Office of Jefferson County, Alabama.

Parcel 24: (440 Bridle Trace Drive)

Lot 6, Block 3, according to the Survey of Bridle Trace Subdivision, Sector 1-B, as recorded in Map Book 121, Page 29, in the Probate Office of Jefferson County, Alabama.

Parcel 25: (508 Ardmore Lane)

Lot 2-A, Block 19, according to the Survey of Crestline's Holiday Gardens, 7th Sector, as recorded in Map Book 53, Page 86, in the Probate Office of Jefferson County, Alabama.

Parcel 26: (5177 Terry Heights Road)

Lot 8, according to the amended Map or Survey of Crow's Nest, as recorded in Map Book 105 Page 87, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Parcel 27: (5502 Mary Munger Road)

A part of the North 1/4 of the NW 1/4 of Section 9, Township 16 South, Range 1 East and described as follows: Commence at the NW corner of said Section 9, thence East along the North line of same a distance of 1681.16 feet to the Westerly right of way line of a public road; said point being the Point of Beginning; thence 112 degrees 52 minutes to the right in a Southwesterly direction along said Right of Way a distance of 71.32 feet to the point of a curve to the left having a radius of 248.48 feet; thence along the arc of said curve a distance of 1.03 feet to a point that is 66.66 feet South of the North line of said Section; thence West and parallel to said North line a distance of 516.25 feet; thence 90 degrees 90 minutes to the right in a Northerly direction a distance of 66.66 feet to said North line; thence 90 degrees 00 minutes to the right in a Easterly direction along said North line a distance of 544.35 feet to Point of Beginning.

Parcel 28: (562 12th Court)

Lot 39, in Block 3, according to the Survey of Highland Forest, Fourth Sector, as recorded in Map Book 21 Page 78, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 29: (615 12th Plaza)

Lot 12, according to the Survey of Highland Forest, Fourth Sector, as recorded in Map Book 21 Page 78, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 30: (618 Pinedale Drive SW)

Part of the Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 4 West, situated in Jefferson County, Alabama, and more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section, run thence Northwardly and along the West line of said Northwest 1/4 of the Northeast 1/4 for a distance of 209 feet to the point of beginning, from the point of beginning thus obtained, thence turn an angle to the right of 94 degrees 00 minutes and run Eastwardly for a distance of 66.88 feet to the Northwest right of way line of a 50 foot street; thence turn an angle to the left of 57 degrees 36 minutes and run Northeasterly and along the Northwest right of way line of said 50 foot street for a distance of 150.92 feet; thence turn an angle to the left of 90 degrees 04 minutes and run Northwestwardly for a distance of 177.3 feet; thence turn an angle to the left of 90 degrees and run Southwestwardly for a distance of 263.2 feet; thence turn an angle of 122 degrees 28 minutes to the left and run Eastwardly for a distance of 142.62 feet to the point of beginning.

Except that part of subject property not included in the deed to S.B. Arrington, as recorded in Volume 818, Page 544, in the Bessemer Division of the Probate Office of Jefferson County, Alabama.

Parcel 31: (641 15th Court NW)

Lot 16, Block 7, according to the Map and Survey of Second Sector, Queensbury East, as recorded in Map Book 127 Page 15, in the Probate Office of Jefferson County, Alabama.

Parcel 32: (709 Waterford Place)

Lot 374, according to the Survey of Waterford Highlands, Sector 1, as recorded in Map Book 27, Page 137, in the Probate Office of Shelby County, Alabama.

Parcel 33: (8545 Valley Hill Drive)

Lot 4, in Block 2, according to the Survey of Cedarbark East, as recorded in Map Book 113, Page 28, in the Probate Office of Jefferson County, Alabama.

Parcel 34: (916 9th Avenue)

Lot 5, according to the Survey of Pleasant Haven, as recorded in Map Book 10, Page 95, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Parcel 35: (952 Edwards Lake Road)

Lot 9, Block 2, according to the Survey of Eldorado, First Sector, as recorded in Map Book 60, Page 20 A & B, in the Probate Office of Jefferson County, Alabama.

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Parcel 36: (9820 Virginianna Drive)

Lot 6, Block 2, according to the Survey of Belmar Estates, as recorded in Map Book 43, Page 32,
in the Probate Office of Jefferson County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/19/2016 08:22:15 AM
\$45.00 CHERRY
20161219000461170

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