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ASSIGN 1/4

**ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT**

UBS AG, by and through its branch office at 1285 Avenue of the Americas,  
New York, New York  
(Assignor)

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN  
STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2016-C31, COMMERCIAL  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C31  
(Assignee)

Effective as of November 14, 2016

County of Shelby  
State of Alabama

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:  
McCOY & ORTA, P.C.  
100 North Broadway, 26<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007

## **ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT**

As of the 14th day of November, 2016, UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York 10019, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2016-C31, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C31, having an address at 1100 North Market Street, Wilmington, DE 19890, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by 800 BUILDING OWNER, LLC, a Delaware limited liability company to Assignor dated as of October 7, 2016 and recorded on October 11, 2016, as Instrument Number 20161011000372360 in the Recorder's Office of the Judge of Probate of Shelby County, Alabama (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$29,000,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

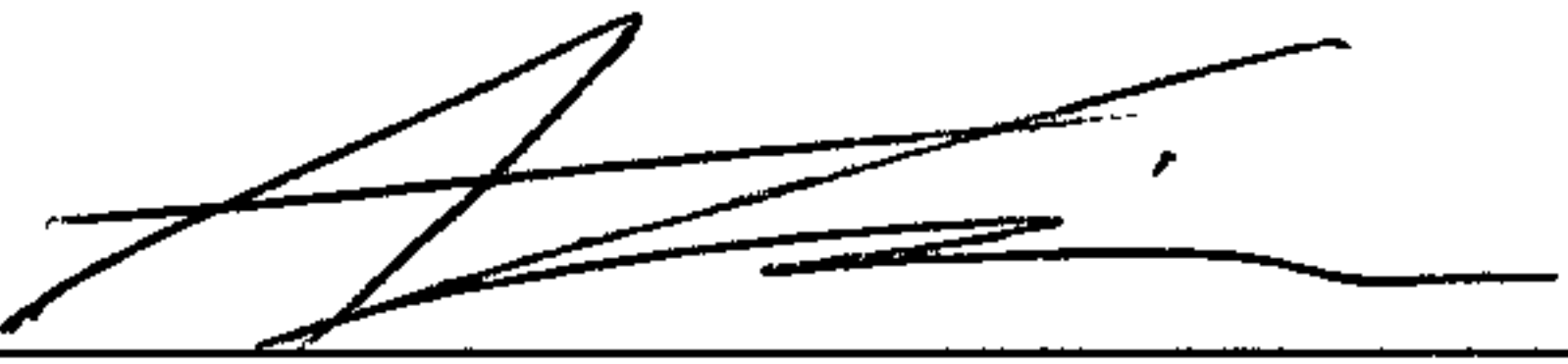
Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

18<sup>th</sup> IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this  
day of November, 2016.

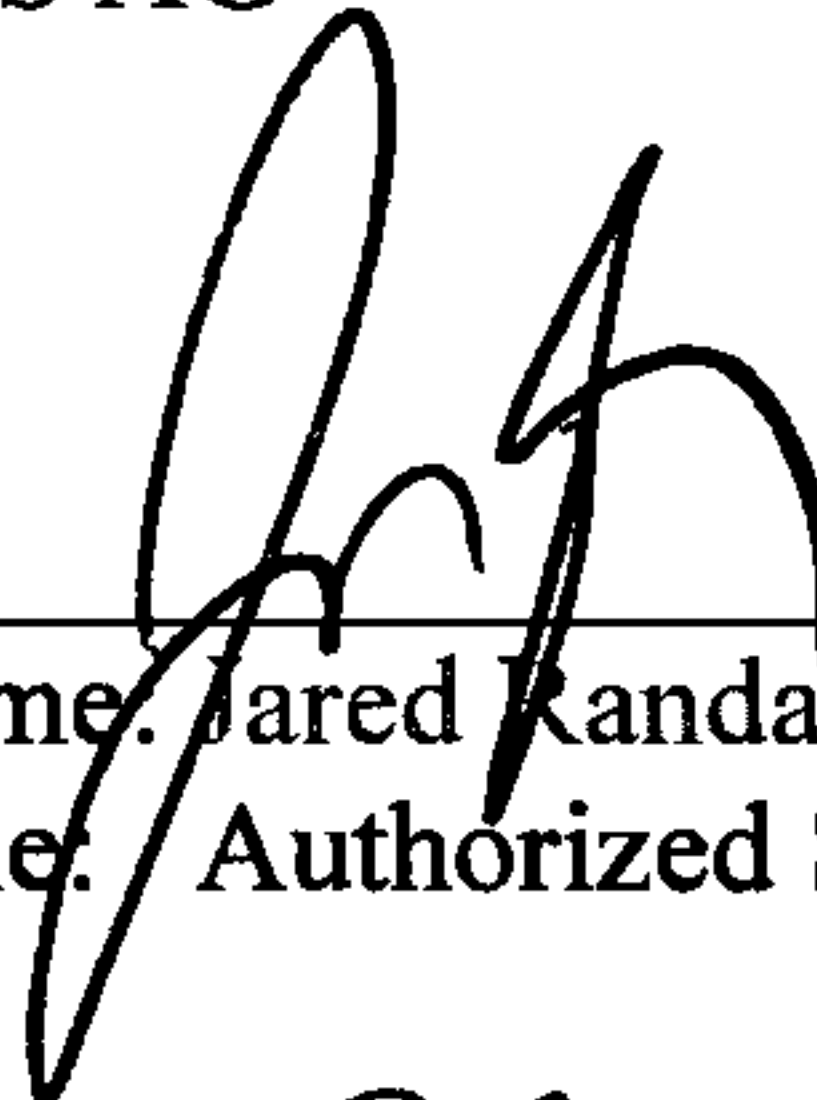
  
Name:

Andrew Lisc  
Name:

Kathleen Leutnold  
Kathleen Leutnold

UBS AG

By:

  
Name: Jared Randall

Title: Authorized Signatory

By:

Mary Kunka  
Name: Mary Kunka

Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF NEW YORK

§  
§  
§  
On the 18<sup>th</sup> day of November, 2016 before me, undersigned, a Notary Public in and for said state, personally appeared Jared Randall, Authorized Signatory of UBS AG, and Mary Kunka, as Authorized Signatory of UBS AG, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
Name of Notary Public

My Commission Expires:

EXHIBIT A  
LEGAL DESCRIPTION

Parcel 1:

Lot 3A, according to an amendment to a Resurvey of an Amendment to the Concourse at Riverchase, as recorded in Map Book 18, Page 13, in the Probate Office of Shelby County, Alabama.

Parcel 2:

Together with the beneficial easements, if any, as set out in the following documents:

Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) appearing of record in Misc. Book 15, Page 189; as further amended by Amendment No. 2 recorded in Misc. Book 19, Page 633, except as modified by Deed recorded in Deed Book 206, Page 559 and as modified by Change of Use Agreement recorded in Real Volume 207, Page 548 and in Real Volume 207, Page 551, in the Probate Office of Shelby County, Alabama.

Parcel 3:

Together with the beneficial easements, if any, as set out in Real Volume 332, Page 637, 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  
01/11/2017 01:02:41 PM  
\$24.00 CHERRY  
20170111000013040

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