

20170221000060290
02/21/2017 08:43:40 AM
ASSIGN 1/5

PREPARED BY:

Colony American Finance
515 South Flower Street, 44th Floor
Los Angeles, CA 90071
Attn: General Counsel

UPON RECORDATION RETURN TO:

Colony American Finance
1920 Main Street, Suite 850
Irvine, CA 92614
Attn: Michelle Aileen Fallis

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 October 28, 2016

**State: Alabama
County: Shelby**

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 28th day of October, 2016, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 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 Street, 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 October 28, 2016, executed by CONREX RESIDENTIAL PROPERTY GROUP 2013-8 OPERATING COMPANY, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Six Million Three Hundred Forty Six Thousand and No/100ths Dollars (\$6,346,000.00) (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 October 28, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 11, 2017 in the Probate Judge's Office of Shelby County, Alabama, as Instrument Number 20170111000010630 (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.

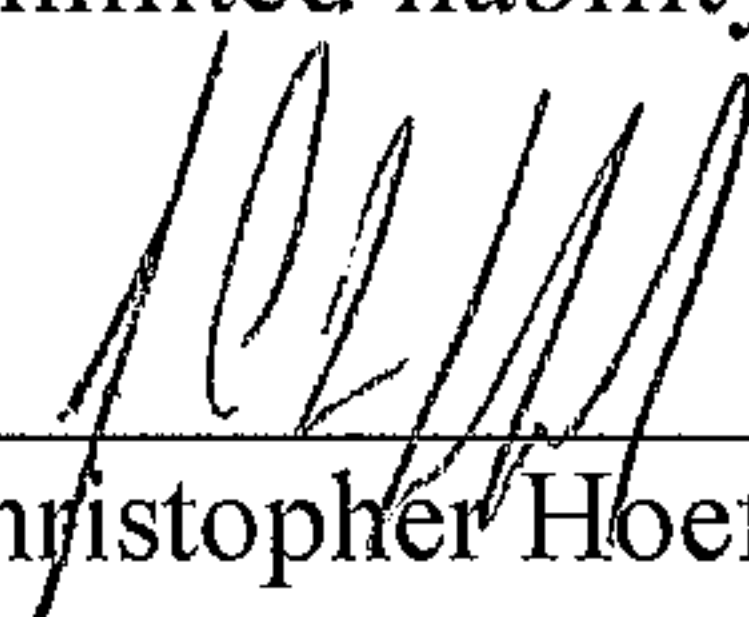
[SIGNATURE PAGE FOLLOWS]

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:



J. Christopher Hoeffel
CFO

Address:

515 South Flower Street, 44th Floor
Los Angeles, CA 90071
Attn: General Counsel

NEW YORK STATE ACKNOWLEDGEMENT

State of New York)
) SS:
County of New York)

On the 20th day of December, in the year 2016, before me, the undersigned, personally appeared J. Christopher Hoeffel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument



Signature of Notary

DANIELLE M WISE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI6194086
Qualified In New York County
My Commission Expires 09-29-2020

EXHIBIT A

(Premises Description)

Address : 108 MEADOWGREEN DR, MONTEVALLO, SHELBY, AL 35115

Parcel Identification Number : 27 1 02 0 002 044.000

Client Code : CAFCRX3-16

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

LOT 16, BLOCK 2, ACCORDING TO THE SURVEY OF MEADOWGREEN, AS RECORDED IN MAP BOOK 6, AT PAGE 59 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/21/2017 08:43:40 AM
\$27.00 CHERRY
20170221000060290

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.