

PREPARED BY:

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

**20170222000062310**  
**02/22/2017 08:53:24 AM**  
**ASSIGN 1/6**

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 1, LLC,**  
**a Delaware limited liability company**

**Dated: As of December 7, 2016**

**State: Alabama**  
**County: Shelby**

**ASSIGNMENT OF SECURITY INSTRUMENT**

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 7<sup>th</sup> day of December, 2016, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44<sup>th</sup> Floor, Los Angeles, CA 90071 ("Assignor"), in favor of **CAF TERM BORROWER 1, LLC**, a Delaware limited liability company, having an address at 515 South Flower Street, 44<sup>th</sup> 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 December 7, 2016, executed by REX RESIDENTIAL PROPERTY OWNER V, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Fourteen Million Four Hundred Ninety Four Thousand Two Hundred and No/100ths Dollars (\$14,494,200.00) (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 December 7, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 11, 2017 in the Real Property Records of Shelby County, Alabama, as Instrument Number 20170111000013330 (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

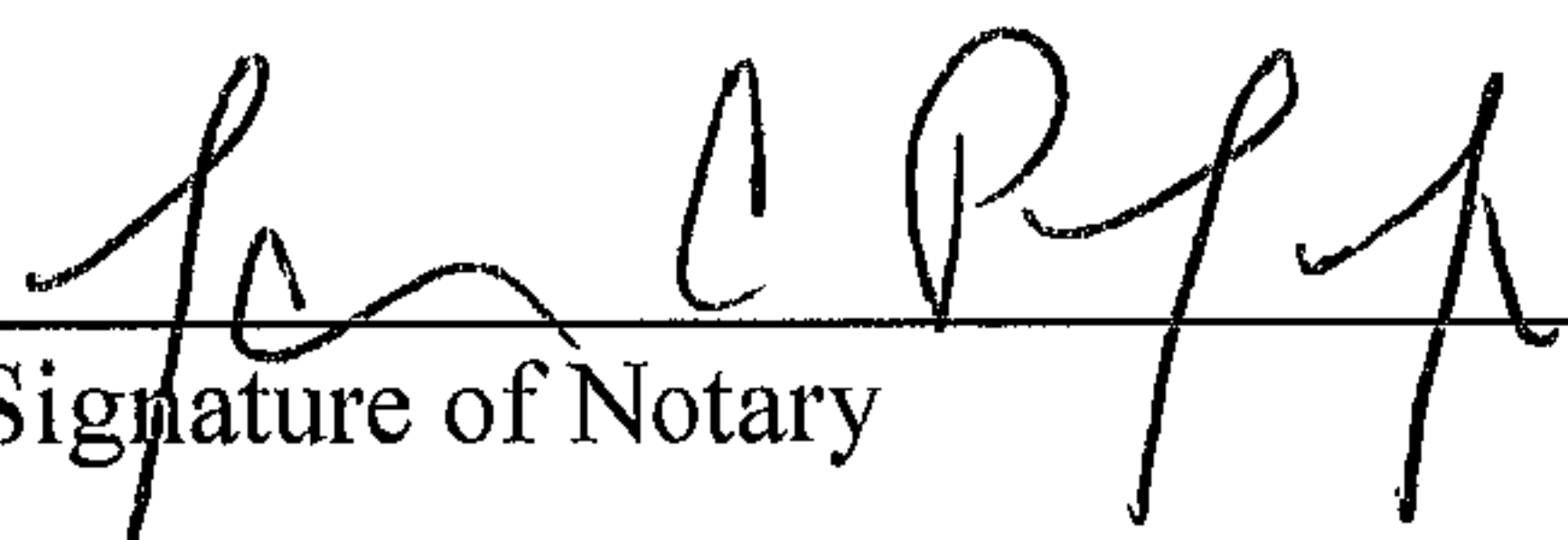
Address:

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

NEW YORK STATE ACKNOWLEDGEMENT

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

On the 17<sup>th</sup> 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

JAMES C. PICKEL, JR.  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02PI6333615  
Qualified in Nassau County  
My Commission Expires November 23, 2019





**EXHIBIT A**

(Premises Description)

Address : 104 OAK ST, ALABASTER, SHELBY, AL 35114  
Parcel Identification Number : 23-2-04-0-001-055-000  
Client Code : RR5-70

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

LOT 14, ACCORDING TO THE SURVEY OF WOODLAND HILLS SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 90, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA.

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Address : 2803 ST PATRICK PL N, HELENA, SHELBY, AL 35080  
Parcel Identification Number : 13-8-27-2-002-027-000  
Client Code : RR5-71

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

LOT 27 ACCORDING TO THE MAP OF BRAELINN VILLAGE, PHASE I, AS RECORDED IN MAP BOOK 11, PAGE 100 IN THE PROBATE OFFICE OF SHELBY COUNTY.

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Address : 395 CRESTVIEW CIR, MONTEVALLO, SHELBY, AL 35115  
Parcel Identification Number : 27 5 21 4 002 016.000  
Client Code : RR5-72

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

LOT 16, IN BLOCK 5, ACCORDING TO THE SURVEY OF ARDEN SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 64, IN THE PROBATE OFFICE OF COUNTY, ALABAMA.

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Address : 795 MERLIN DR, CALERA, SHELBY, AL 35040

Parcel Identification Number : 28-3-05-0-001-012-007

Client Code : RR5-73

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

LOT 2, OF THE ROUND TABLE SUBDIVISION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 7, PAGE 38 LESS AND EXCEPT THAT PART OF SAID LOT 2 DEEDED TO LUTHUR C. AND VELMA D. GLEN AS RECORDED IN BOOK 28, PAGE 493, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEASTERLY CORNER OF SAID LOT 2, THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST LOT LINE OF SAID LOT 2 A DISTANCE OF 157.82 FEET: THENCE 100 DEG. 03MIN. 08 SEC. RIGHT IN A NORTHWESTERLY DIRECTION AND ALONG THE SOUTH LOT LINE OF SAID LOT 2 A DISTANCE OF 27.55 FEET: THENCE 90 DEG. RIGHT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 155.40 FEET TO THE POINT OF BEGINNING: BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/22/2017 08:53:24 AM  
\$30.00 DEBBIE  
20170222000062310

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