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ASSIGN 1/9

PREPARED BY AND
UPON RECORDATION RETURN TO:

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

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 December 30, 2016

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of December 30, 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").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of December 30, 2016, executed by OMEGA RESIDENTIAL HOLDINGS III LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION TWO HUNDRED SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$1,263,000.00) (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 December 30, 2016, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 17, 2017 in the Real Property Records of Shelby County, Alabama, as Document No. 20170117000020390 (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: 

Name: J. Christopher Hoeffel

Title: CFO

Address:

515 South Flower St. 44th Floor,

Los Angeles, CA 90071

Attn: General Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE 1189**

XX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

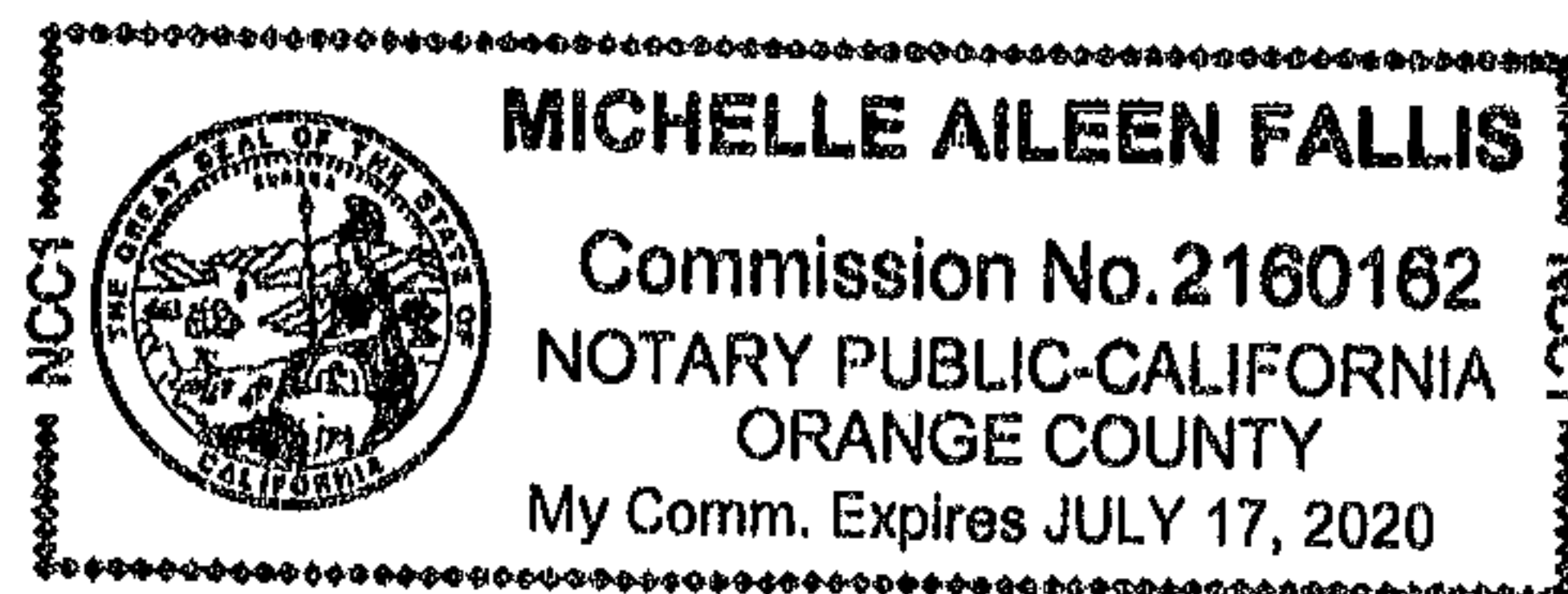
STATE OF CALIFORNIA

COUNTY OF ORANGE

On January 13, 2017 before me, Michelle Aileen Fallis, Notary Public, personally appeared J. Christopher Hoeffel who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Aileen Fallis (Seal)

SCHEDULE I

(Attached)

SCHEDULE I

Address	City	State	County	Zip
145 EWING ST	WILTON	AL	SHELBY	35115
212 MERIWEATHER LN	CALERA	AL	SHELBY	35040
722 CAHABA MANOR CT	PELHAM	AL	SHELBY	35124

EXHIBIT A

(Premises Description)

EXHIBT A

Address : 145 EWING ST, WILTON, SHELBY,AL 35115

Parcel Identification Number : 36 2 09 2 001 005.000

Client Code : 02905

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOTS 4 & 5, IN BLOCK A, ACCORDING TO THE SURVEY OF WILMONT SUBDIVISION, WILTON, ALABAMA, AS RECORDED IN MAP BOOK 3, PAGE 124, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160617000209810

Address : 212 MERIWEATHER LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 4 20 1 001 016.025

Client Code : 02906

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 54, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 1, AS RECORDED IN MAP BOOK 24, PAGE 46 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160713000243780

Address : 722 CAHABA MANOR CT, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 12 2 004 019.000

Client Code : 02909

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 26, EXCEPT THE SOUTH 5 FEET THEREOF, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 2016050200145960



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge, ***
County Clerk
Shelby County, AL
02/28/2017 03:57:25 PM
\$39.00 CHERRY
20170228000069470

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the bottom right of the official text block.