

20170619000215010
06/19/2017 10:00:08 AM
ASSIGN 1/9

PREPARED BY:

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

UPON RECORDATION RETURN TO:

OS National, LLC
2170 Satellite Blvd., Suite 200
Duluth, GA 30097
(770) 497-9100

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 May 11, 2017

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of May 11, 2017, is made by **COLONY AMERICAN FINANCE LENDER, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("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 May 11, 2017, executed by OMEGA RESIDENTIAL HOLDINGS IV, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of ONE MILLION ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$1,144,650.00) (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 May 11, 2017, executed by Borrower for the benefit of Assignor, as lender, and recorded on May 18, 2017 in the Real Property Records of Shelby County, Alabama, as Instrument Number 20170518000173810 (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: Chief Financial Officer

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

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.

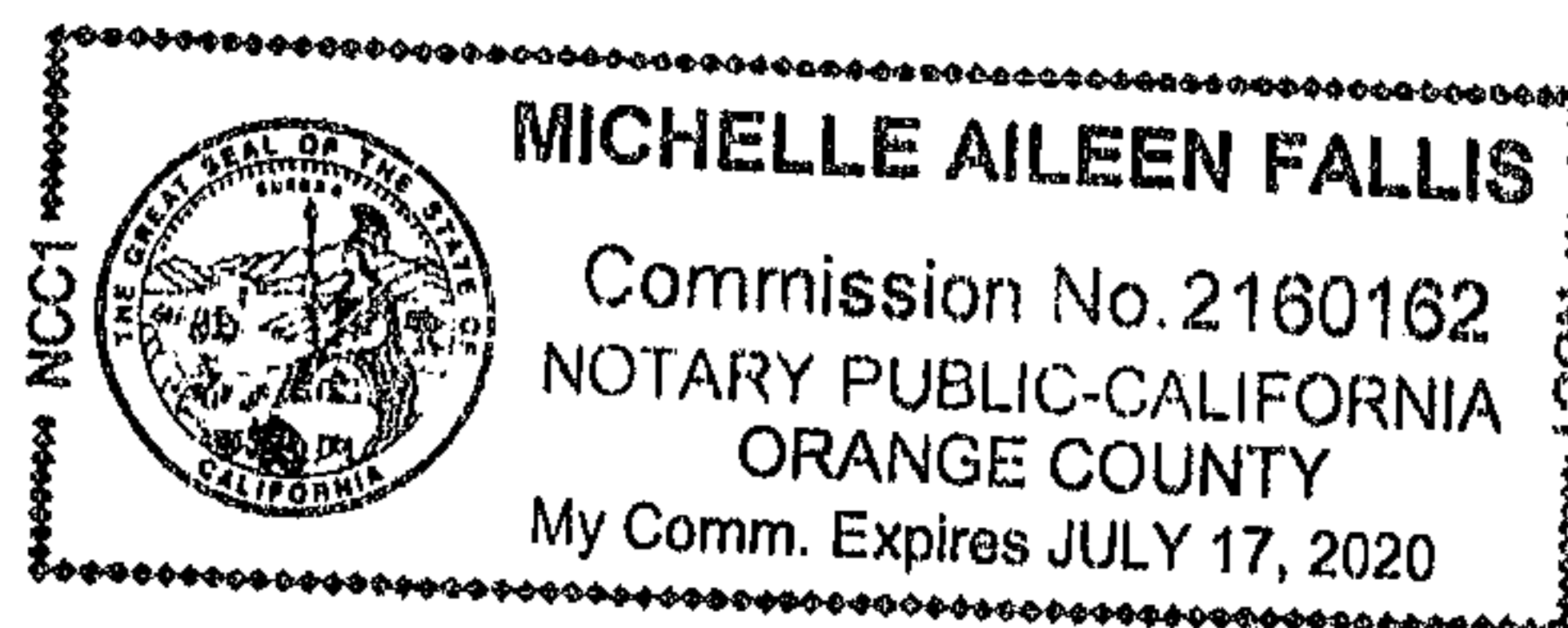
STATE OF CALIFORNIA

COUNTY OF ORANGE

On May 22, 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 1

Address	City	State	County	Zip
109 HOLLOW CT	CALERA	AL	SHELBY	35040
608 CROSSCREEK COVE	PELHAM	AL	SHELBY	35124
1904 HWY 58	HELENA	AL	SHELBY	35080

EXHIBIT A

(Premises Description)

EXHIBIT A

Address : 109 HOLLOW CT, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 6 23 0 000 182.000

Client Code : 06536

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 134, ACCORDING TO THE SURVEY OF OLD IVY SUBDIVISION PHASE 2, AS RECORDED IN MAP BOOK 36, PAGE 6A, AND 6B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170113000018030

Address : 1904 HWY 58, HELENA, SHELBY,AL 35080

Parcel Identification Number : 13 8 28 1 001 005.001

Client Code : 06541

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 2, ACCORDING TO THE SURVEY OF SOMERSET TOWNHOMES, AS RECORDED IN MAP BOOK 10, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160912000330100

Address : 608 CROSSCREEK COVE, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 12 2 006 008.000

Client Code : 06538

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 25, ACCORDING TO THE SURVEY OF CROSSCREEK COVE, AS RECORDED IN MAP BOOK 32, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170303000074530.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/19/2017 10:00:08 AM
\$39.00 CHERRY
20170619000215010

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the official text.