

County Division Code: AL040
Inst. # 2017102601 Pages: 1 of 20
I certify this instrument filed on
10/3/2017 2:21 PM Doc: AGREE
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$76.00

Clerk: PEEPLESC

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Prepared by, and after recording
return to:
Thomas A. Hauser, Esquire
Ballard Spahr LLP
300 East Lombard Street, 18th Floor
Baltimore, Maryland 21202

ASSUMPTION AND RELEASE AGREEMENT

Transferee:	MIDTOWN HILLIARD LLC
Transferor:	WEATHERSFIELD PURCHASE COMPANY LLC; 1250 NORTH WILSON AVENUE LLC; 102 WEST MARKET STREET LLC; 7 ESSEX GREEN DRIVE LLC; and 525 MIDLOTHIAN BLVD. LLC
Fannie Mae:	FANNIE MAE

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ASSUMPTION AND RELEASE AGREEMENT

This ASSUMPTION AND RELEASE AGREEMENT (“**Agreement**”) is dated as of September 26, 2017 by and among (i) WEATHERSFIELD PURCHASE COMPANY LLC, an Ohio limited liability company (“**Weathersfield**”), 1250 NORTH WILSON AVENUE LLC, an Ohio limited liability company (“**Wilson**”), 102 WEST MARKET STREET LLC, an Ohio limited liability company (“**Market**”), 7 ESSEX GREEN DRIVE LLC, an Ohio limited liability company (“**Essex**”), 525 MIDLOTHIAN BLVD. LLC, an Ohio limited liability company (“**Midlothian**”, and together with Weathersfield, Wilson, Market and Essex, individually, collectively, jointly and severally, the “**Transferor**”), MIDTOWN HILLIARD LLC, an Ohio limited liability company (“**Transferee**”; and together with Transferor, “**Original Borrower**”), and FANNIE MAE, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States (“**Fannie Mae**”).

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement (Non-Recourse) dated as of May 14, 2015, executed by and between Original Borrower and Enterprise Mortgage Investments, LLC, a Maryland limited liability company (“**Original Lender**”) (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Original Loan Agreement**”), Original Lender made a loan to Original Borrower in the original principal amount of Thirty Million Six Hundred Eighty-Five Thousand and 00/100 Dollars (\$30,685,000.00) (the “**Mortgage Loan**”), as evidenced by, among other things, that certain Multifamily Note dated as of May 14, 2015, executed by Original Borrower and made payable to Original Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”), which Note has been assigned to Fannie Mae. The current servicer of the Mortgage Loan is Bellwether Enterprise Mortgage Investments, LLC, a Maryland limited liability company (“**Loan Servicer**”).

B. The Mortgage Loan and the Note are secured by, among other things, (i) a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 14, 2015, and recorded at Book LR 201512, Page 28760 in the land records of Jefferson County, Alabama (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Original Security Instrument**”) encumbering the land as more particularly described in Exhibit A attached hereto (the “**Mortgaged Property**”); and (ii) an Environmental Indemnity Agreement by Original Borrower for the benefit of Original Lender dated as of the date of the Original Loan Agreement (the “**Environmental Indemnity**”).

C. The Security Instrument has been assigned to Fannie Mae pursuant to that certain Assignment of Mortgage, dated as of May 14, 2015, and recorded at Book LR 201512, Page 28786 in the land records of Jefferson County, Alabama.

D. The Loan Agreement, the Note, the Security Instrument, the Environmental Indemnity, and any other documents executed in connection with the Mortgage Loan, including but not limited to those listed on Exhibit B to this Agreement, are referred to collectively as the “**Loan Documents**.” Original Borrower is liable for the payment and performance of all of Borrower’s obligations under the Loan Documents.

E. Each of the Loan Documents has been executed by, or duly assigned or endorsed to, Fannie Mae.

F. Fannie Mae has been asked to consent to the following Transfers: (i) a transfer of the ownership interests held by Midtown Investment Ltd., an Ohio limited liability company (“**Midtown Investment**”) in Midtown Hilliard and Weathersfield to Heritage Income Properties LLC, an Ohio limited liability company (“**Heritage**”), which represent one hundred percent (100%) of the ownership interests in each of Midtown Hilliard and Weathersfield (the “**Midtown Investment Transfers**”), (ii)(A) the termination of the Tenants-In-Common Agreement with respect to the ownership of the Mortgaged Property by the Original Borrower, and (B) the acquisition by Transferee of the interests of the Transferor in the Mortgaged Property such that, following the transfer of the Transferor’s interests in the Mortgaged Property to Transferee, Transferee owns one hundred percent (100%) of the Mortgaged Property (collectively, the “**TIC Roll-Up**”), (iii) the assumption by Transferee of the obligations of Transferor under the Loan Documents (the “**Transferee Assumption**”), (iv) the replacement of the existing Key Principals of Walter Zaremba, Ronald A. Rosenfeld and Debra Krenzler (collectively, the “**Existing Key Principals**”) with Heritage as a replacement Key Principal (the “**Key Principal Replacement**”; and together with the Midtown Transfers, the TIC Roll-Up and the Transferee Assumption, the “**Transfers**”), and (v) and to certain other amendments of the Loan Agreement as described in the Amended Loan Agreement (as defined below).

G. Fannie Mae has agreed to consent to the Transfers, subject to the terms and conditions stated below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. The following terms, when used in this Agreement, shall have the following meanings:

“Amended Loan Agreement” means either (a) the First Amendment to Multifamily Loan and Security Agreement executed by Transferee and Fannie Mae dated as of even date herewith, together with the Loan Agreement, or (b) the Amended and Restated Multifamily Loan and Security Agreement executed by Transferee and Fannie Mae dated as of even date herewith.

“Claims” means any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which Transferor or any of their respective partners, members, officers, agents or employees, may now or hereafter have against the Indemnitees, if any and irrespective of whether any such claims arise out of contract, tort, violation of laws, or regulations, or otherwise in connection with any of the Loan Documents, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Mortgage Loan, but in each case only to the extent permitted by applicable law.

“Indemnitees” means, collectively, Original Lender, Fannie Mae, Loan Servicer and their respective successors, assigns, agents, directors, officers, employees and attorneys, and each current or substitute trustee under the Security Instrument.

“Transfer Fee” means \$20,000.00.

3. Assumption of Transferor’s Obligations; Ratification of Transferee’s Existing Obligations.

Transferor hereby assigns and Transferee hereby assumes all of the payment and performance obligations of Transferor set forth in the Note, the Security Instrument, the Loan Agreement, and the other Loan Documents in accordance with their respective terms and conditions, as the same may be modified from time to time, including payment of all sums due under the Loan Documents. Transferee further agrees to abide by and be bound by all of the terms of the Loan Documents, and Transferee hereby ratifies Transferee’s existing payment and performance obligations under the Loan Documents.

4. Release of Transferor.

In reliance on Transferor's and Transferee's representations and warranties in this Agreement, Fannie Mae releases Transferor from all of their respective obligations under the Loan Documents other than for any liability pursuant to this Agreement and the Environmental Indemnity for any liability that relates to the period prior to the date hereof, regardless of when such environmental liability is discovered. If any material element of the representations and warranties made by Transferor contained herein is false as of the date of this Agreement, then the release set forth in this Section 4 will be deemed cancelled as of the date of this Agreement and Transferor will remain obligated under the Loan Documents as though there had been no such release.

5. Transferor's Representations and Warranties.

Transferor represents and warrants to Fannie Mae as of the date of this Agreement that:

(a) the Note has an unpaid principal balance of \$30,685,000.00 and prior to default currently bears interest at the rate of Four and 46/100 percent (4.46%) per annum;

(b) the Loan Documents require that monthly payments of interest only in the amount described in Schedule 2 of the Loan Agreement be made on or before the first (1st) day of each month, continuing to and including the Last Interest Only Payment Date, the Loan Documents require that monthly payments of principal and interest in the amount of \$154,747.95 be made on or before the first (1st) day of each month, continuing to and including June 1, 2027, when all sums due under the Loan Documents will be immediately due and payable in full;

(c) there are no defenses, offsets or counterclaims to the Note, the Security Instrument, the Loan Agreement or the other Loan Documents;

(d) there are no defaults by Transferor under the provisions of the Note, the Security Instrument, the Loan Agreement or the other Loan Documents;

(e) all provisions of the Note, the Security Instrument, the Loan Agreement and other Loan Documents are in full force and effect; and

(f) there are no subordinate liens covering or relating to the Mortgaged Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Mortgaged Property, nor has notice of a lien or notice of intent to file a lien been received except for mechanics' or materialmen's liens which attach automatically under the laws of the Governmental Authority upon the commencement of any work upon, or delivery of any materials to, the Mortgaged Property and for which Transferor is not delinquent in the payment for any such services or materials;

6. Transferee's Representations and Warranties.

Transferee represents and warrants to Fannie Mae as of the date of this Agreement that Transferee does not have any knowledge that any of the representations made by Transferor in Section 5 above are not true and correct.

7. Consent to Transfers.

(a) Fannie Mae hereby consents to the Transfers and to the assumption by Transferee of all of the obligations of Transferor under the Loan Documents, subject to the terms and conditions set forth in this Agreement. Fannie Mae's consent to the Transfers is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Loan Agreement.

(b) Transferor and Transferee understand and intend that Fannie Mae will rely on the representations and warranties contained herein.

8. Intentionally Omitted.

9. Amendment and Modification of Loan Documents.

As additional consideration for Fannie Mae's consent to the Transfers as provided herein, Transferee and Fannie Mae hereby agree to a modification and amendment of the Loan Documents as set forth in the Amended Loan Agreement.

10. Consent to Key Principal Change.

The parties hereby agree that the party identified as the Key Principal in the Loan Agreement is hereby changed to Heritage.

11. Limitation of Amendment.

Except as expressly stated herein, all terms and conditions of the Loan Documents, including the Loan Agreement, Note and Security Instrument, shall remain unchanged and in full force and effect.

12. Further Assurances.

Transferee agrees at any time and from time to time upon request by Fannie Mae to take, or cause to be taken, any action and to execute and deliver any additional documents which, in the opinion of Fannie Mae, may be necessary in order to assure to Fannie Mae the full benefits of the amendments contained in this Agreement.

13. Modification.

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this

Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified by this Agreement, the Loan Documents shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instrument or the other Loan Documents, which are incorporated herein by reference. Transferee hereby ratifies the agreements made by Transferor to Fannie Mae in connection with the Mortgage Loan and agree(s) that, except to the extent modified hereby, all of such agreements remain in full force and effect.

14. Priority; No Impairment of Lien.

Nothing set forth herein shall affect the priority, validity or extent of the lien of any of the Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents.

15. Costs.

Transferee and Transferor agree to pay all fees and costs (including attorneys' fees) incurred by Fannie Mae and the Loan Servicer in connection with Fannie Mae's consent to and approval of the Transfers, and the Transfer Fee in consideration of the consent to that transfer.

16. Financial Information.

Transferee represents and warrants to Fannie Mae that all financial information and information regarding the management capability of Transferee provided to the Loan Servicer or Fannie Mae was true and correct as of the date provided to the Loan Servicer or Fannie Mae and remains materially true and correct as of the date of this Agreement.

17. Indemnification.

(a) Transferee and Transferor each unconditionally and irrevocably releases and forever discharges the Indemnitees from all Claims, agrees to indemnify the Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims or the Transfers. Notwithstanding the foregoing, Transferor shall not be responsible for any Claims arising from the action or inaction of Transferee, and Transferee shall not be responsible for any Claims arising from the action or inaction of Transferor.

(b) This release is accepted by Fannie Mae and Loan Servicer pursuant to this Agreement and shall not be construed as an admission of liability on the part of any party.

(c) Each of Transferor and Transferee hereby represents and warrants that it has not assigned, pledged or contracted to assign or pledge any Claim to any other person.

18. Non-Recourse.

Article 3 (Personal Liability) of the Loan Agreement is hereby incorporated herein as if fully set forth in the body of this Agreement.

19. Governing Law; Consent to Jurisdiction and Venue.

Section 15.01 (Governing Law; Consent to Jurisdiction and Venue) of the Loan Agreement is hereby incorporated herein as if fully set forth in the body of this Agreement.

20. Notice.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Agreement; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Agreement in accordance with this Section 20.

(c) Default Method of Notice.

Any required notice under this Agreement which does not specify how notices are to be given shall be given in accordance with this Section 20.

(d) Receipt of Notices.

No party to this Agreement shall refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

21. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

22. Severability; Entire Agreement; Amendments.

The invalidity or unenforceability of any provision of this Agreement or any other Loan Document shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect. This Agreement contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Agreement. This Agreement may not be amended or modified except by written agreement signed by the parties hereto.

23. Construction.

(a) The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

(b) Any reference in this Agreement to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Agreement or to a Section or Article of this Agreement. All exhibits and schedules attached to or referred to in this Agreement, if any, are incorporated by reference into this Agreement.

(c) Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Agreement includes the plural and use of the plural includes the singular.

(e) As used in this Agreement, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(f) Whenever a party's knowledge is implicated in this Agreement or the phrase "to the knowledge" of a party or a similar phrase is used in this Agreement, such party's knowledge or such phrase(s) shall be interpreted to mean to the best of such party's knowledge after reasonable and diligent inquiry and investigation.

(g) Unless otherwise provided in this Agreement, if Lender's approval is required for any matter hereunder, such approval may be granted or withheld in Lender's sole and absolute discretion.

(h) Unless otherwise provided in this Agreement, if Lender's designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(i) All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

"Lender may" shall mean at Lender's discretion, but shall not be an obligation.

24. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, the parties intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

TRANSFEROR:

WEATHERSFIELD PURCHASE COMPANY LLC,
an Ohio limited liability company

By: Heritage Income Properties LLC,
an Ohio limited liability company, its Sole Member

By: [Signature]
Name: Chester F. Madej
Title: Manager

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

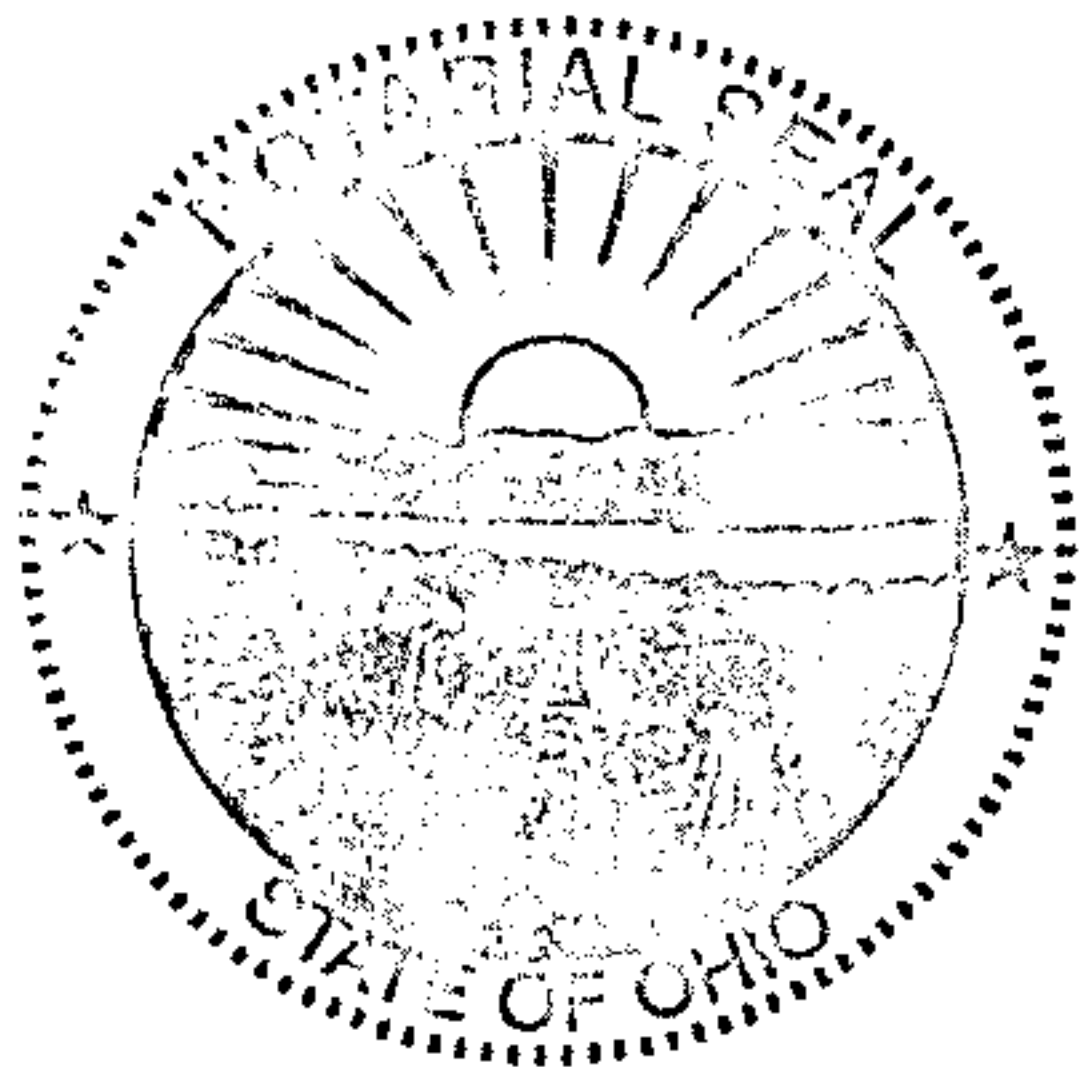
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chester F. Madej, a Manager of Heritage Income Properties LLC, an Ohio limited liability company, the sole member of **Weathersfield Purchase Company LLC**, an Ohio limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 20 day of September, 2017.

[Signature]
Notary Public

My Commission Expires: 02/28/2018

(SEAL)



PAMELA HILL
Notary Public
In and for the State of Ohio
My Commission Expires
February 28, 2018

1250 NORTH WILSON AVENUE LLC,
an Ohio limited liability company

By: Heritage Income Properties LLC,
an Ohio limited liability company, its Sole Member

By: [Signature]
Name: Chester F. Madej
Title: Manager

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

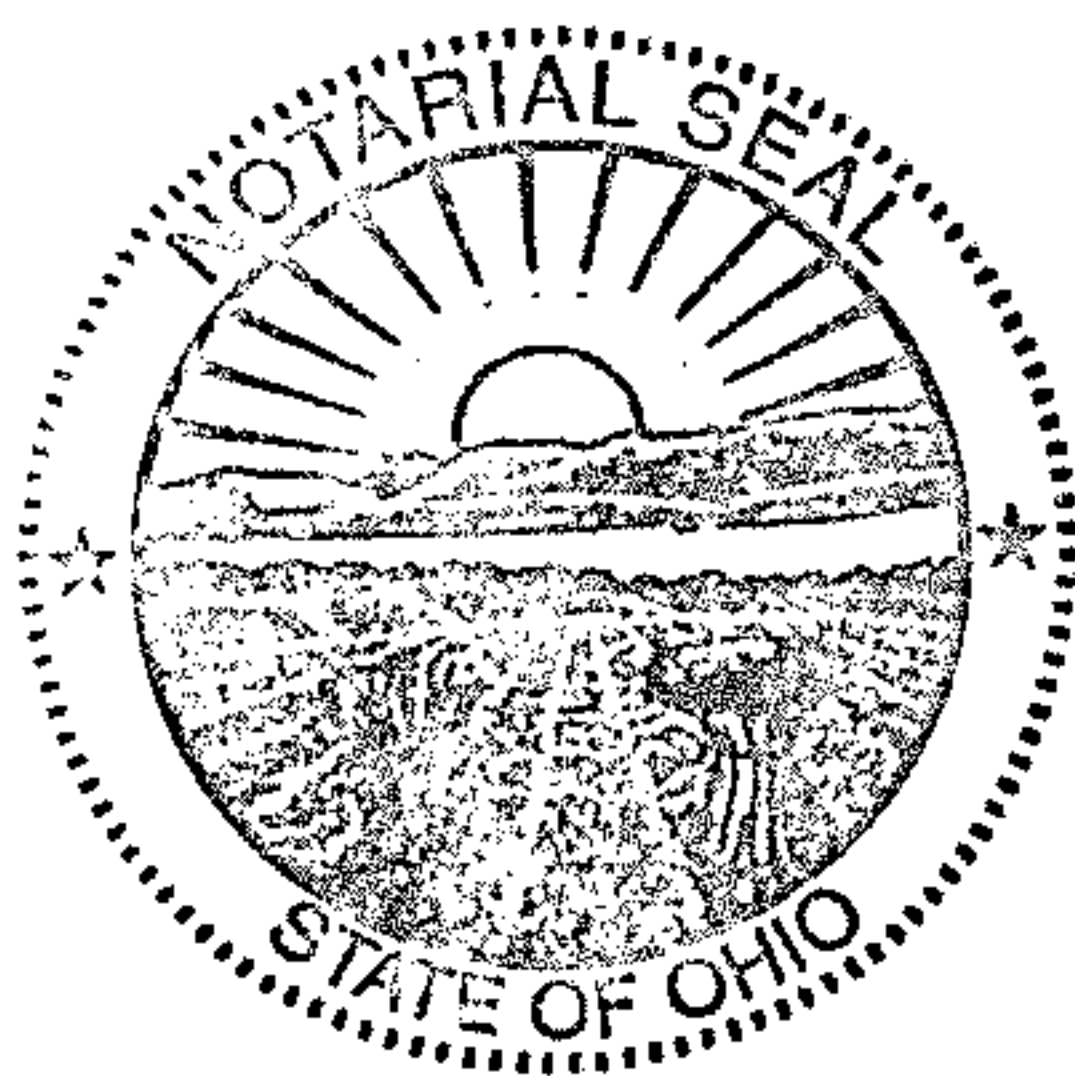
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chester F. Madej, a Manager of Heritage Income Properties LLC, an Ohio limited liability company, the sole member of **1250 North Wilson Avenue LLC**, an Ohio limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 04 day of September, 2017.

[Signature]
Notary Public

My Commission Expires: 02/28/2018

(SEAL)



PAMELA HILL
Notary Public
In and for the State of Ohio
My Commission Expires
February 28, 2018

102 WEST MARKET STREET LLC,
an Ohio limited liability company

By: Heritage Income Properties LLC,
an Ohio limited liability company, its Sole Member

By: _____
Name: Chester F. Madej
Title: Manager

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

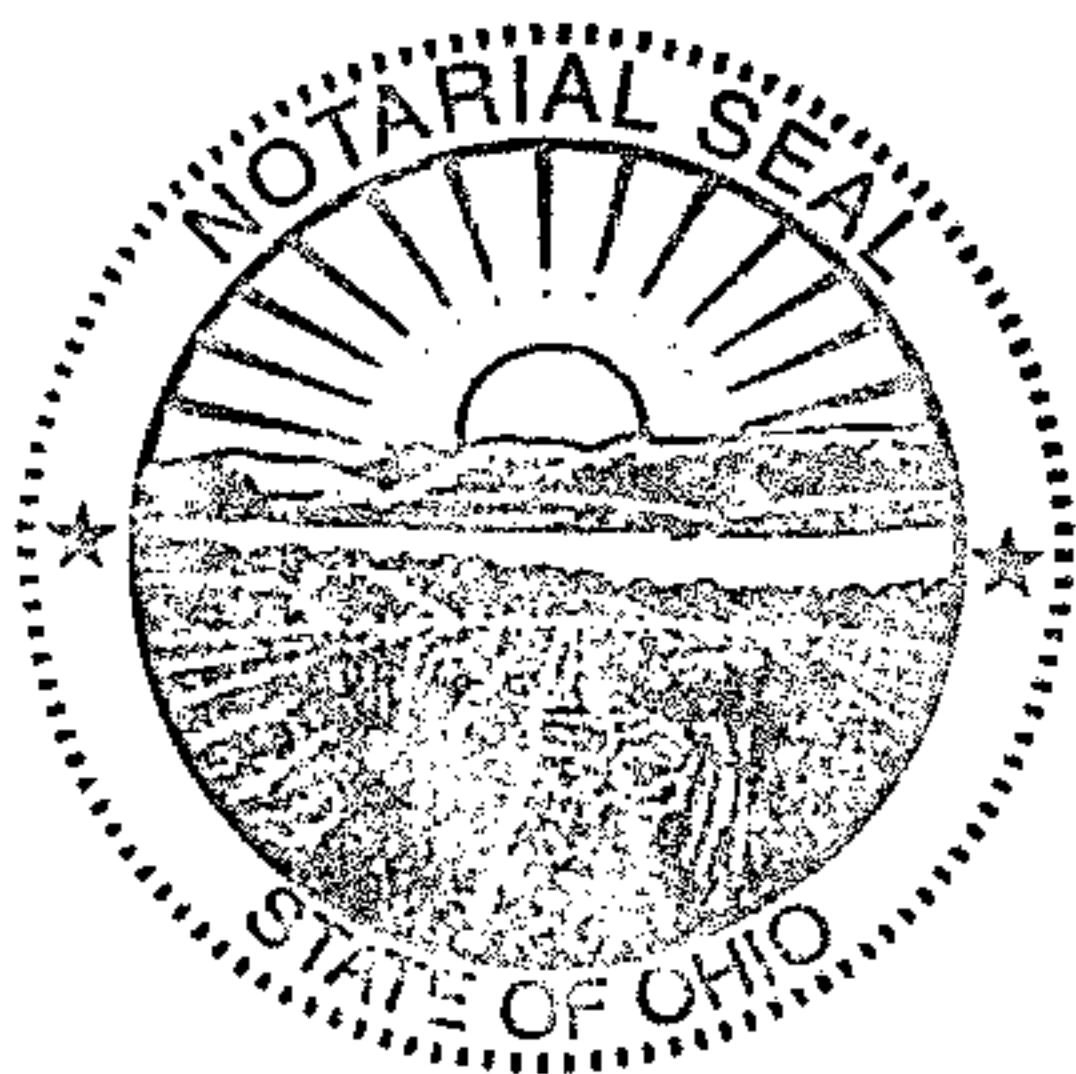
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chester F. Madej, a Manager of Heritage Income Properties LLC, an Ohio limited liability company, the sole member of **102 West Market Street LLC**, an Ohio limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 20-day of September, 2017.

Pamela Hill
Notary Public

My Commission Expires: 02/28/2018

(SEAL)



PAMELA HILL
Notary Public
In and for the State of Ohio
My Commission Expires
February 28, 2018

7 ESSEX GREEN DRIVE LLC,
an Ohio limited liability company

By: Heritage Income Properties LLC,
an Ohio limited liability company, its Sole Member

By: _____
Name: Chester F. Madej
Title: Manager

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

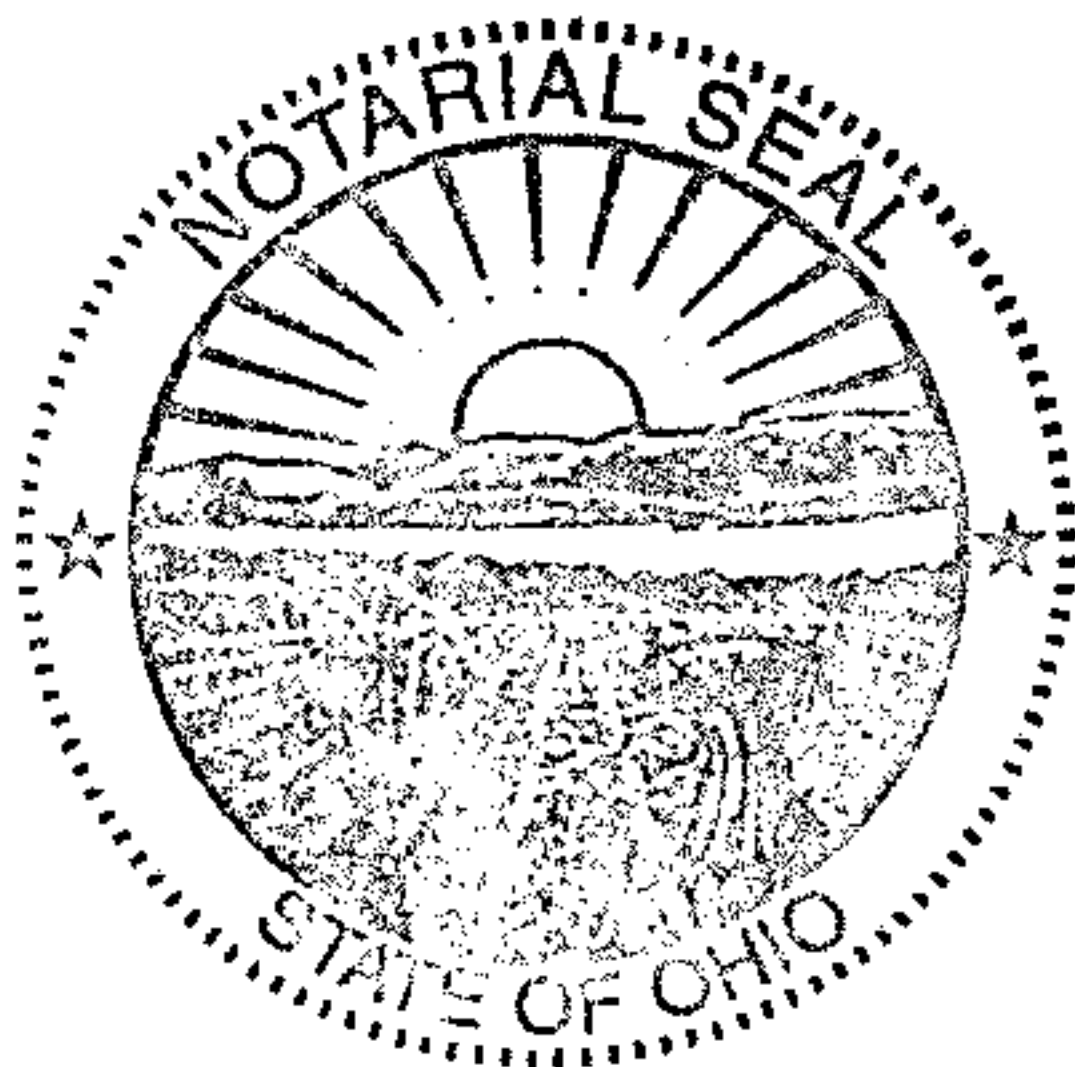
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chester F. Madej, a Manager of Heritage Income Properties LLC, an Ohio limited liability company, the sole member of **7 Essex Green Drive LLC**, an Ohio limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 20 day of September, 2017.

Pamela Hill
Notary Public

My Commission Expires: 02/28/2018

(SEAL)



PAMELA HILL
Notary Public
In and for the State of Ohio
My Commission Expires
February 28, 2018

525 MIDLOTHIAN BLVD. LLC,
an Ohio limited partnership

By: Heritage Income Properties LLC,
an Ohio limited liability company, its Sole Member

By: _____
Name: Chester F. Madej
Title: Manager

STATE OF OHIO)
COUNTY OF Cuyahoga) ss

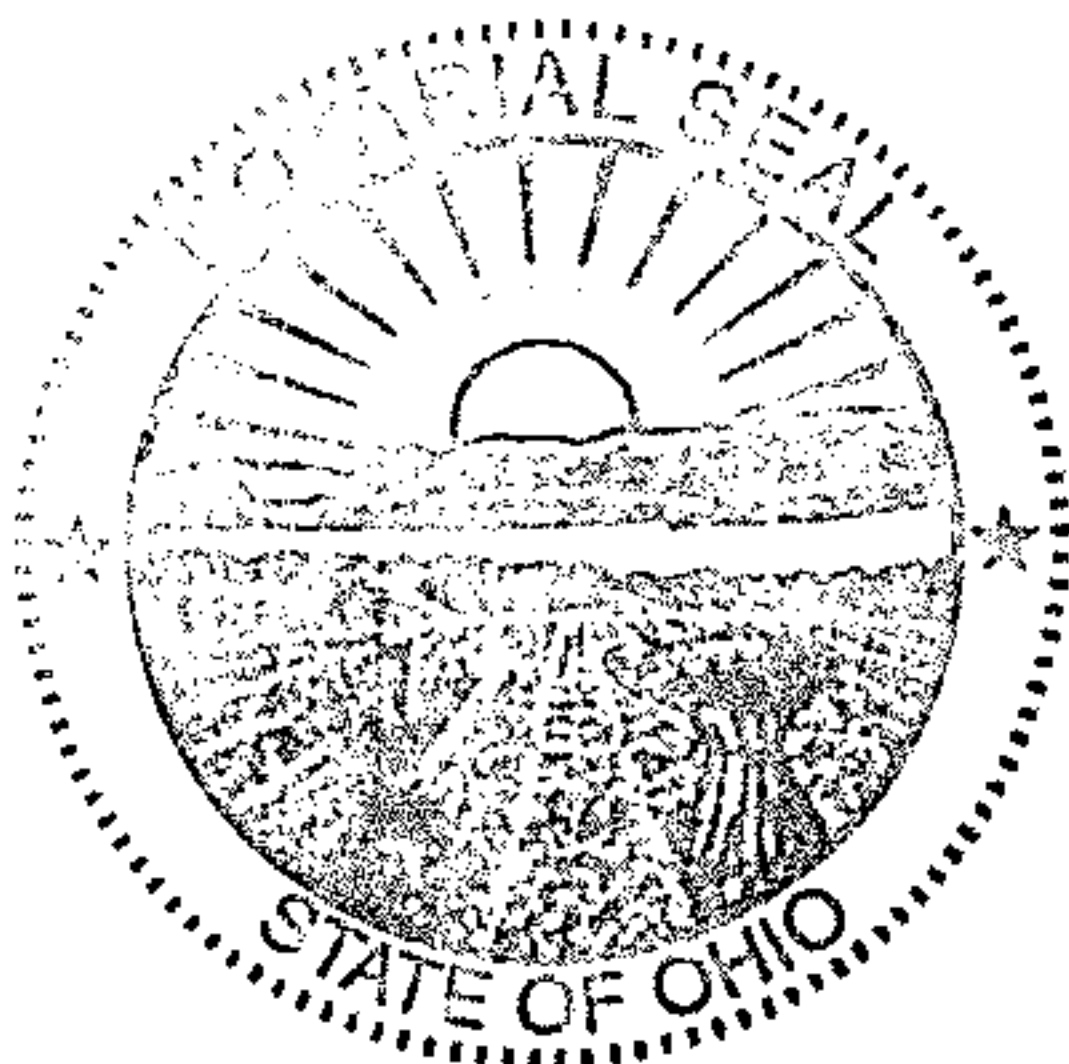
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chester F. Madej, a Manager of Heritage Income Properties LLC, an Ohio limited liability company, the sole member of **525 MIDLOTHIAN BLVD. LLC**, an Ohio limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 24 day of September, 2017.

Pamela Hill
Notary Public

My Commission Expires: 02/28/2018

(SEAL)



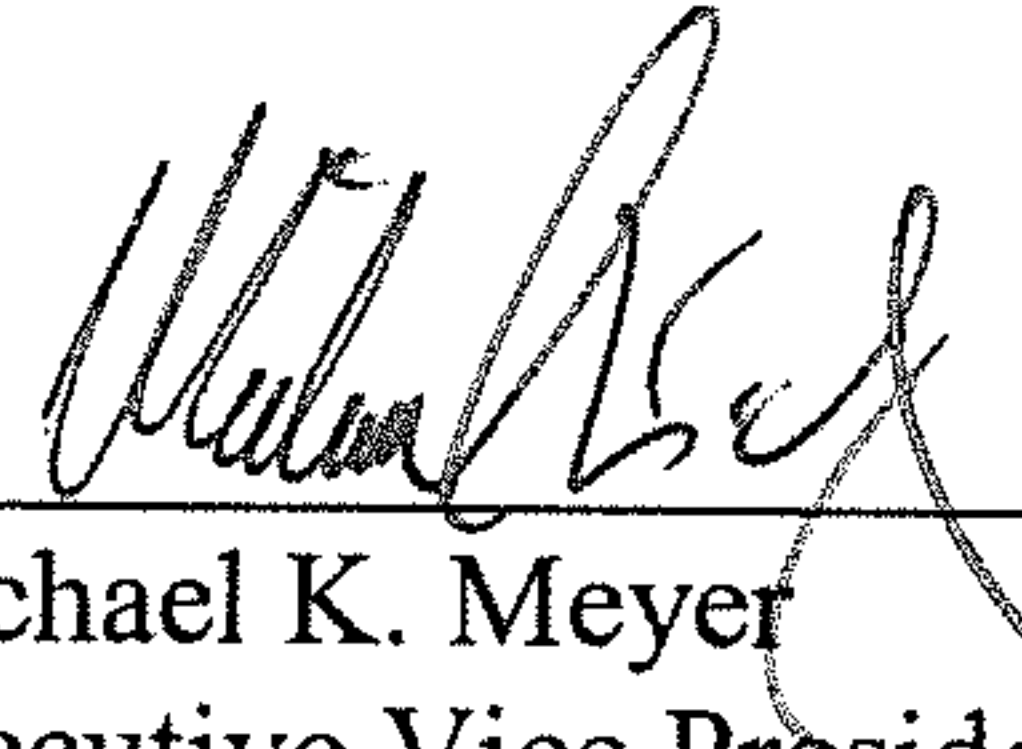
PAMELA HILL
Notary Public
In and for the State of Ohio
My Commission Expires
February 28, 2018

**20171004000362630 10/04/2017 04:07:13 PM ASSUMAGR
17/20**

Notice Address:
c/o Zaremba Management Company
22730 Fairway Center Dr., Suite 200
Fairview Park, OH 44126
Attn: John W. Kasmarcak

FANNIE MAE, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. Section 1716 et seq. and duly organized and existing under the laws of the United States

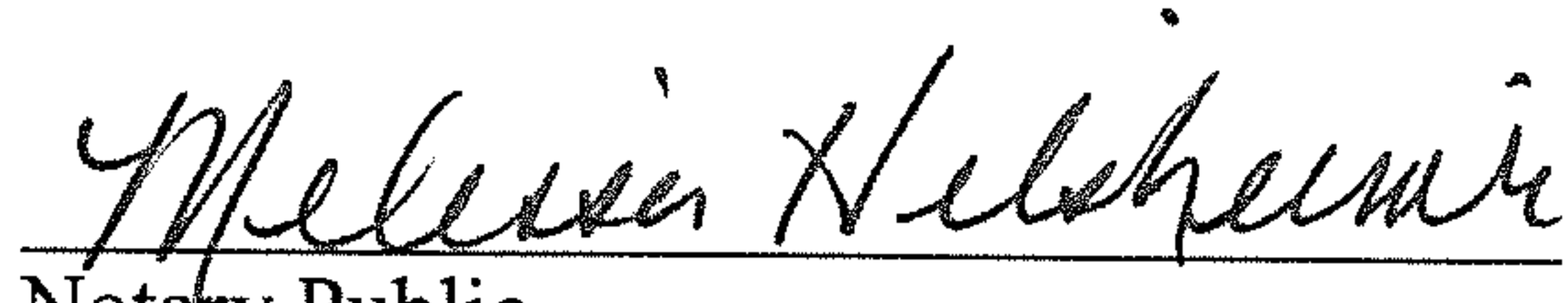
By: BELLWETHER ENTERPRISE
MORTGAGE INVESTMENTS, LLC, a
Maryland limited liability company, as its
Attorney-in-Fact

By:  (SEAL)
Name: Michael K. Meyer
Title: Executive Vice President

Notice Address: c/o Bellwether Enterprise Mortgage Investments,
LLC
11000 Broken Land Parkway
Suite 700
Columbia, Maryland 21044

STATE OF Ohio)
) ss:
COUNTY OF Franklin)

This instrument was acknowledged before me on August 30, 2017, by Michael K. Meyer, as the Executive Vice President of BELLWETHER ENTERPRISE MORTGAGE INVESTMENTS, LLC, a Maryland limited liability company, as Attorney-in-Fact for FANNIE MAE.


Notary Public

My commission expires: 11-16-2021



MELISSA HILSHEIMER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Franklin County
My Comm. Exp. 11/16/2021

**EXHIBIT A to
ASSUMPTION AND RELEASE AGREEMENT**

[Description of the Land]

Parcel I:

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with easements acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

Parcel II:

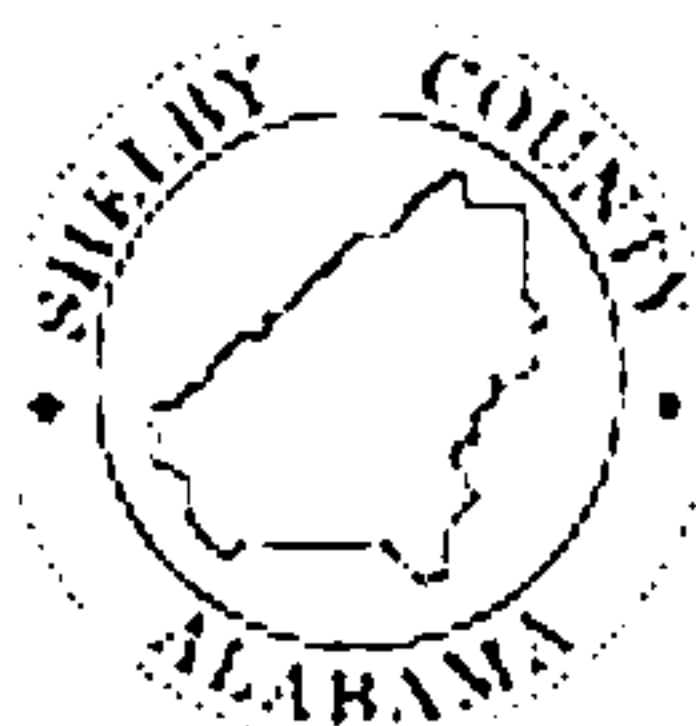
Lot 3, according to Crowne Resurvey of Galleria Woods, First Addition as recorded in Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, in the Probate Office of Shelby County, Alabama. LESS AND EXCEPT that rectangular parcel measuring 100 feet by 220 feet shown as "Jefferson County San. Pump Sta." on said Crowne Resurvey of Galleria Woods, First Addition.

Together with easements acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 in the Probate Office of Shelby County, Alabama.

EXHIBIT B to
ASSUMPTION AND RELEASE AGREEMENT

1. Multifamily Loan and Security Agreement (including any amendments, riders, exhibits, addenda or supplements, if any) dated as of May 14, 2015 by and between Original Borrower and Original Lender, as amended by that certain First Amendment to Loan and Security Agreement dated of even date herewith between Transferee and Fannie Mae.
2. Multifamily Note dated as of May 14, 2015, by Original Borrower for the benefit of Original Lender, (including any amendments, riders, exhibits, addenda or supplements, if any).
3. Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 14, 2015, and recorded at Book LR 201512, Page 28760 in the land records of Jefferson County, Alabama.
4. Assignment of Management Agreement dated as of May 14, 2015 by and among Original Borrower, Original Lender and Zaremba Management Company.
5. Environmental Indemnity Agreement dated as of May 14, 2015 from Original Borrower to Original Lender.

When Recorded Return To: Shelby
First American Title Insurance Company
National Commercial Services
1660 West 2nd Street, Suite 700
Cleveland, OH 44113
File No. NCS- 703630-CUE



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/04/2017 04:07:13 PM
\$72.00 CHERRY
20171004000362630

A handwritten signature in black ink, likely belonging to Judge James W. Fuhrmeister, is written over the official text of the recording.