


**This instrument prepared by:**

Robert L. Loftin, III  
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Tel: (205) 441-6833

  
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**COLLATERAL ASSIGNMENT OF MORTGAGE,  
ASSIGNMENT OF RENTS AND LEASES,  
AND SECURITY AGREEMENTS**

*Know all men by these presents, that:*

*Whereas, Massey Project 3, LLC, an Alabama limited liability company ("**Assignor**") is, contemporaneously herewith becoming indebted to **First Bank of Alabama**, an Alabama state bank (the "**Bank**"), in the principal sum of four million, three hundred thousand dollars (\$4,300,000.00) (the "**Loan**") as evidenced by a promissory note dated October 10<sup>th</sup>, 2017 payable to the Bank with interest thereon (the "**Note**"); and*

*Whereas, Assignor is desirous of securing (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Note, including any extensions or renewals thereof, this Assignment and all other documents evidencing, securing or relating to the indebtedness evidenced by the Note, and (ii) the performance of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, and in any other document evidencing, securing or relating to the indebtedness evidenced by the Note; and*

*Whereas, Assignor is or contemporaneously herewith will become the lawful holder of certain mortgages, assignments of rents and leases, security agreements, and related documents (the "**Security Instruments**") with full rights of assignment and transfer.*

*Now, therefore, Assignor, for and in consideration of these presents and the mutual agreements herein contained and in consideration of the sum of one dollar (\$1.00) to Assignor in hand paid, the Bank's making the Loan to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer unto the Bank those certain Security Instruments, specifically described upon Exhibit A attached hereto and the sums due and to become due thereon with interest, all such Security Instruments encumbering real and personal property situated in Shelby County, Alabama, it being the intention of the parties to hereby establish a present conditional transfer and assignment of the Security Instruments. Assignor does hereby appoint irrevocably the Bank its true and lawful attorney in its name and stead, and upon such terms in its discretion as it may determine, to collect all of said sums now due or accruing at any time hereafter under said Security Instruments.*

*Assignor represents and agrees that none of the sums due or obligations owing under the Security Instruments will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Assignor without the prior written consent of the Bank. Assignor agrees that it will not further assign any of the sums due or obligations owing under the Security Instruments.*

*In the exercise of the powers herein granted the Bank, no liability shall be asserted or enforced against the Bank, all such liability being expressly waived and released by Assignor.*

*Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights and powers conferred upon it herein until and unless (i) a default shall occur in the payment of interest or principal due under the Note secured by this*

Assignment or in the performance or observance of any of the conditions or agreements of any instruments now or at any time securing or relating to the Note or the debt secured or evidenced thereby or by any extension thereof, and nothing herein contained shall be deemed to affect or impair any rights which the Bank may have under the Note or any other instrument evidencing, securing or relating to the indebtedness evidenced by said Note; or (ii) any other event of default shall occur under any document or instrument securing, guaranteeing, evidencing or otherwise relating to the indebtedness evidenced by the Note (collectively, with the Note, the "Loan Documents"); provided, however, that in the event that any of the property covered by the Security Instruments is condemned, wholly or in part, or is totally or partially destroyed by fire or other casualty, and any condemnation awards or insurance policy proceeds payable to Assignor on account thereof are not used to repair or restore the property to its original condition, then the Bank shall have the right to collect such awards or proceeds directly from the condemning authority or insurer or, if paid to Assignor, then Assignor shall deliver the same immediately to the Bank and, in either event, such sums received by the Bank shall be credited against the debt secured hereby. Assignor shall cause the Bank to be named in any and all insurance policies as assignee and loss payee, pursuant to a New York standard mortgagee endorsement. Upon the occurrence of any event of default under the Note or any other Loan Document, the Bank may immediately, without prior notice to Assignor, exercise all rights of a holder of the Security Instruments.

The Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Security Instrument, and Assignor shall and does hereby agree to indemnify and hold the Bank harmless of and from any and all liability, loss or damage which it may or might incur under the Security Instruments, or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Security Instruments. Should the Bank incur any such liability, loss or damage, under the Security Instruments or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Bank in connection with the Security Instruments, Assignor agrees to reimburse the Bank for the amount thereof, including costs, expenses and a reasonable attorney's fee immediately upon demand, and until the same are fully reimbursed by Assignor, all such costs, expenses and attorney's fees shall be secured by this Assignment.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Bank, and shall not be deemed exclusive of any of the remedies granted in the Note or the related Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignor" is mentioned herein, it shall include and be binding upon the successors and assigns of Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to the Bank shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by this instrument shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured hereby, in whatever form the the indebtedness may be and until the indebtedness secured hereby shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of proceeds of the Security Instruments, or by Assignor, or until such time as this instrument may be voluntarily released and cancelled by the Bank.



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Assignor covenants, represents and warrants that it is the assignee of the Security Instruments set forth on **Exhibit A**. Assignor further agrees to inform the Bank in writing in the event that Assignor elects to begin foreclosure proceedings pursuant to any of the Security Instruments or agrees to accept a deed-in-lieu of foreclosure. In the event Assignor becomes the owner of any of the property, real or personal, described in the Security Instruments, whether by foreclosure or deed-in-lieu of foreclosure, Assignor agrees to execute a mortgage, or grant a security interest, on the property specifically in favor of the Bank to further secure the Loan.

In witness whereof, the parties have caused their respective duly authorized officer to hereunto set their respective hands and seals as of the 10<sup>th</sup> day of October, 2017.

**Assignor:**

**Massey Project 3, LLC**



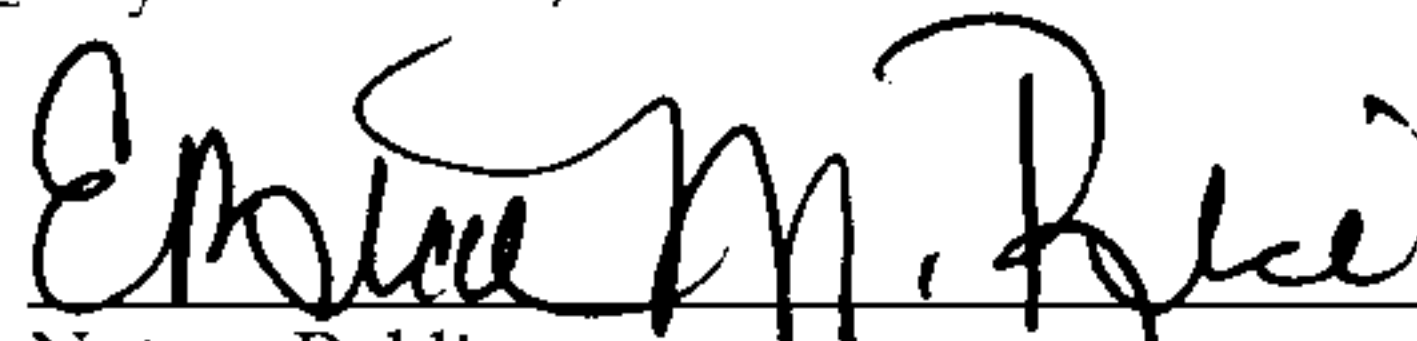
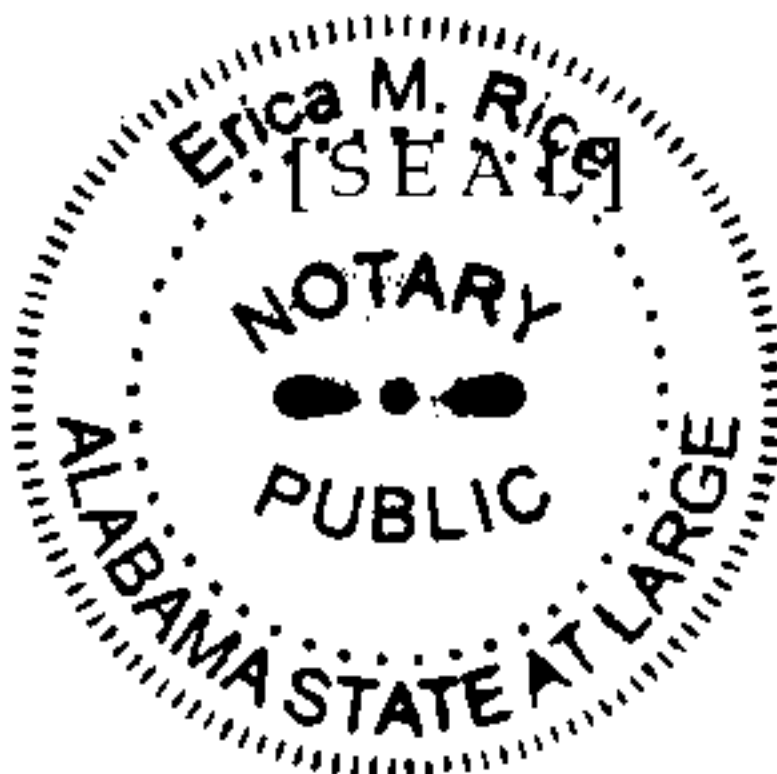
By: Robert L. Loftin, III

Its: Manager

STATE OF ALABAMA - Jefferson COUNTY

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Robert L. Loftin, III, whose name as manager of Massey Project 3, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, 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 seal on this the 10<sup>th</sup> day of October, 2017.



Notary Public My COMMISSION EXPIRES 02/21/2021

My commission expires: \_\_\_\_\_



20171026000388690 3/6 \$30.00  
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**Bank:**

**First Bank of Alabama**

By: J. Chad Jones  
Its: President and CEO

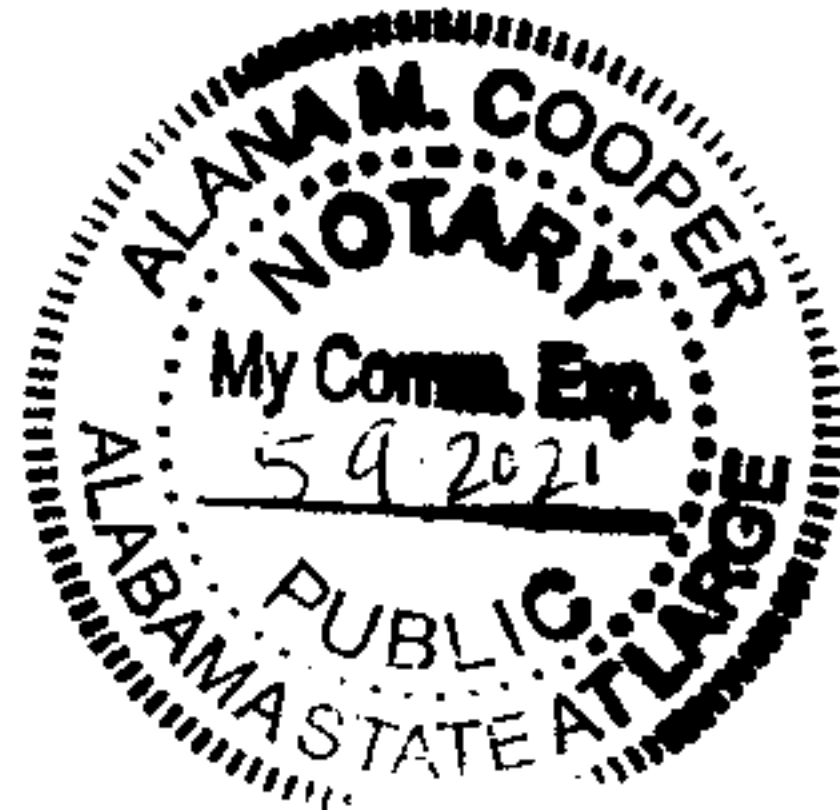
STATE OF ALABAMA - Talladega COUNTY

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that **J. Chad Jones**, whose name as president and CEO of First Bank of Alabama, an Alabama state bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal on this the 10<sup>th</sup> day of October, 2017.

[SEAL]

Alana M. Cooper  
Notary Public  
My commission expires: 5-9-21



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**EXHIBIT A**  
**Security Instruments Being Assigned**

1. Mortgage and Security Agreement dated February 15, 2006, executed by Stone Park, LLC, an Alabama limited liability company, as mortgagor, in favor of Prudential Mortgage Capital Company, LLC, a Delaware limited liability company, as mortgagee, as recorded on February 15, 2006, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20060216000077700.

2. Assignment of Mortgage and Security Agreement dated February 15, 2006, executed by Prudential Mortgage Capital Company, a Delaware Limited liability company, as assignor, to Prudential Mortgage Capital Funding, LLC, a Delaware Limited liability company, as assignee, as recorded on February 16, 2006 in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20061127000077730.

3. Assignment of Mortgage and Security Agreement dated February 15, 2006, executed by Prudential Mortgage Capital Funding, LLC, a Delaware Limited liability company, as assignor, to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignee, as recorded on November 27, 2006 in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20061127000572830.

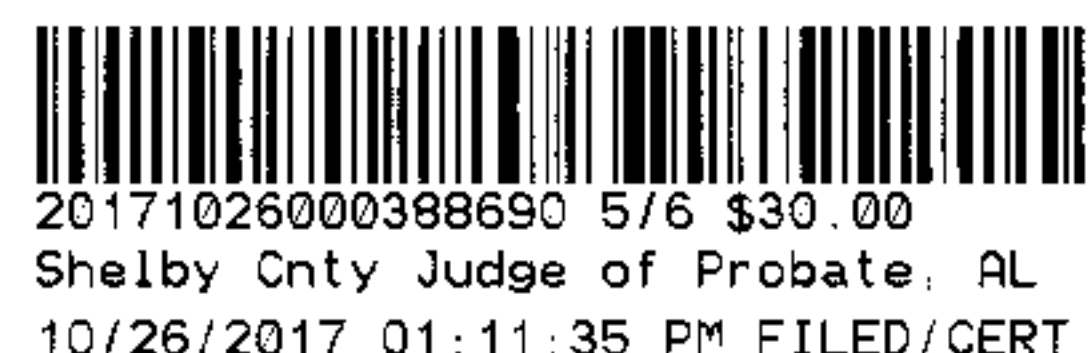
4. Assignment of Mortgage and Security Agreement dated January 1, 2011, executed by LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignor, to U.S. Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignee, as recorded on July 14, 2016, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20160714000245670.

5. Assignment of Mortgage and Security Agreement dated October 10, 2017, executed by U.S. Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignor, to Massey Project 3, LLC, as assignee, as recorded on October 10, 2017, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 2017 1010000369100

6. Assignment of Leases and Rents dated February 15, 2006, executed by Stone Park, LLC, an Alabama limited liability company, as assignor, to Prudential Mortgage Capital Company, LLC, as assignee, as recorded on as recorded on February 16, 2006, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20060216000077710.

7. Assignment of Assignment of Leases and Rents dated February 15, 2006, executed by Prudential Mortgage Capital Company, LLC, a Delaware limited liability company, as assignor, and Prudential Mortgage Capital Funding, LLC, a Delaware limited liability company, as assignee, as recorded on February 16, 2006 in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20060216000077850.

8. Assignment of Assignment of Leases and Rents dated February 13, 2006, executed by Prudential Mortgage Capital Funding, LLC, a Delaware limited liability company, as assignor, to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series





2006-PWR11, as assignee, as recorded on November 27, 2006, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20061127000572860.

9. Assignment of Assignment of Leases and Rents dated January 11, 2011, executed by LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignor, to U.S. Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as recorded on July 14, 2016, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20160714000245680.

10. Assignment of Assignment of Leases and Rents dated October 10, 2017, executed by U.S. Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of the Bear Stearns Commercial Mortgage Securities II, Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-PWR11, as assignor, to, Massey Project 3, LLC, as recorded on October 10, 2017, in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20171010000369110.

11. UCC-1 Financing Statement filed on April 11, 2006 bearing File No. B-06-0345010 FS in the office of the Secretary of State of Alabama.

12. UCC-1 Financing Statement Amendment filed on April 11, 2006 bearing File No. B-06-0345010 AS in the office of the Secretary of State of Alabama.

13. UCC-1 Financing Statement filed on April 16, 2006 bearing Instrument No. 20060216000077720 in the office of the Judge of Probate of Shelby County, Alabama.

14. UCC-1 Financing Statement Amendment filed on April 16, 2006 bearing Instrument No. 20060216000077740 in the office of the Judge of Probate of Shelby County, Alabama.

15. UCC-1 Financing Statement Amendment filed on January 4, 2007 bearing Instrument No. 20070104000004790 in the office of the Judge of Probate of Shelby County, Alabama.

16. UCC-1 Financing Statement Amendment filed on September 22, 2015 bearing Instrument No. 20150922000332060 in the office of the Judge of Probate of Shelby County, Alabama.

17. UCC-1 Financing Statement Amendment filed on November 4, 2015 bearing File No. B-06-0345010 CS in the office of the Secretary of State of Alabama.



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