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ASSIGN 1/7

PREPARED BY:
Karen Wade, Esq.
Alston & Bird LLP
2828 N Harwood Street, Suite 1800
Dallas, TX 75201

UPON RECORDATION RETURN TO:
Attn: Kelly Grady
OS National LLC
2170 Satellite Blvd, Ste 200
Duluth, GA 30097

ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF TERM BORROWER MS, LLC,
a Delaware limited liability company,

to

CF COREVEST PURCHASER LLC
a Delaware limited liability company

Dated: As of October 31st, 2017

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 31st day of October, 2017, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

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 Colony American Finance Lender, LLC, a Delaware limited liability company ("Colony"), predecessor-in-interest to Assignor, in the stated principal amount of Fourteen Million Four Hundred Ninety Four Thousand Two Hundred Dollars and No Cents (\$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 Colony American Finance Lender, LLC, as lender, and recorded on January 11, 2017 in the Real Property Records of Shelby County, Alabama, as Document No. 20170111000013330, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

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.

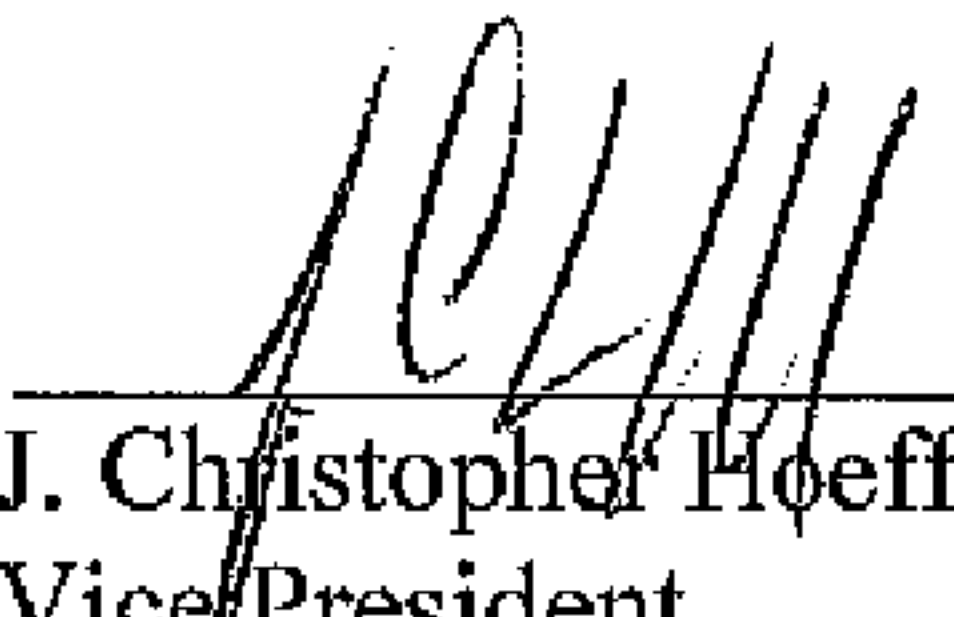
[SIGNATURE PAGE FOLLOWS]

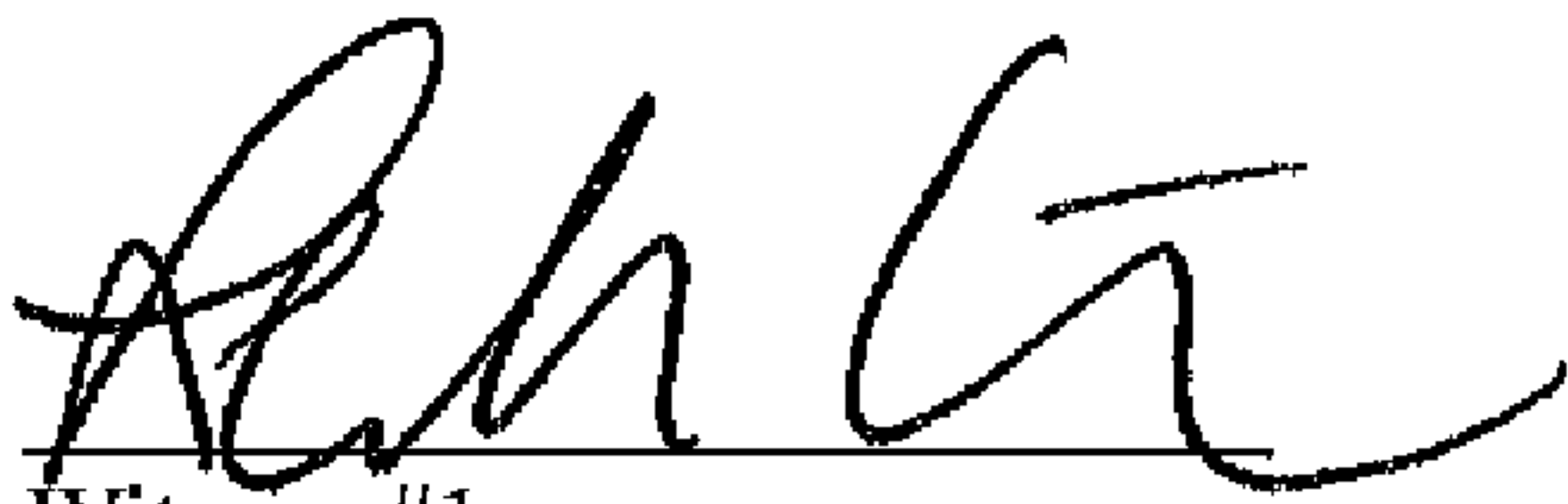
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

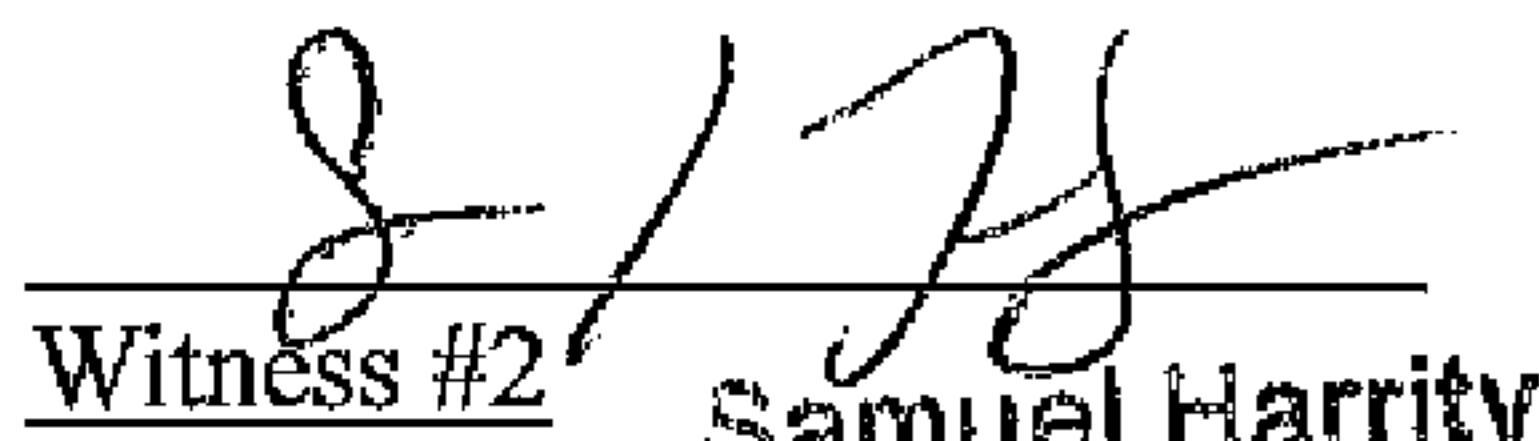
CAF TERM BORROWER MS, LLC,
A Delaware limited liability company

By:


J. Christopher Hoeffel
Vice President



Witness #1
Print Name: Leah Granovskaya



Witness #2
Print Name: Samuel Harrity

Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

ACKNOWLEDGMENT

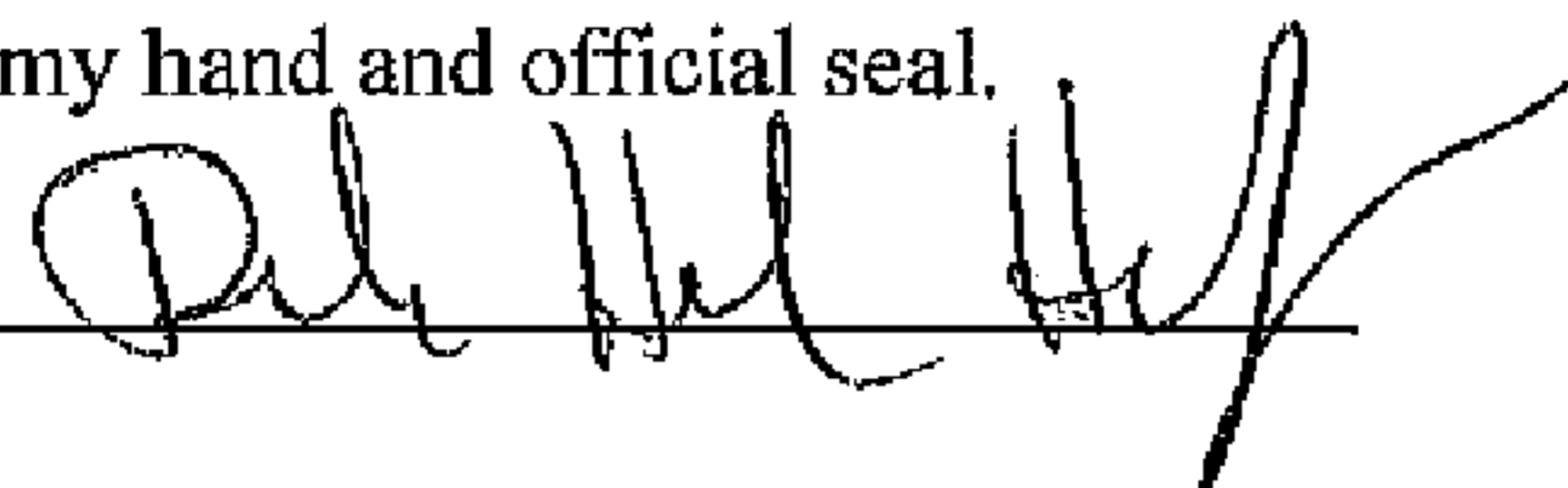
STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On November 3 2017, before me, Debra Helen Heitzler, a Notary Public personally appeared J. Christopher Hoeffel, as personally known to me (or proved to me the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, **and that such individual made such appearance before the undersigned in the City of New York, County of New York, State of New York.**

WITNESS my hand and official seal.

Signature



(Notary Seal)

DEBRA HELEN HEITZLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6353855
Qualified in New York County
Commission Expires 01-30-2021

Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

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.

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.

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:

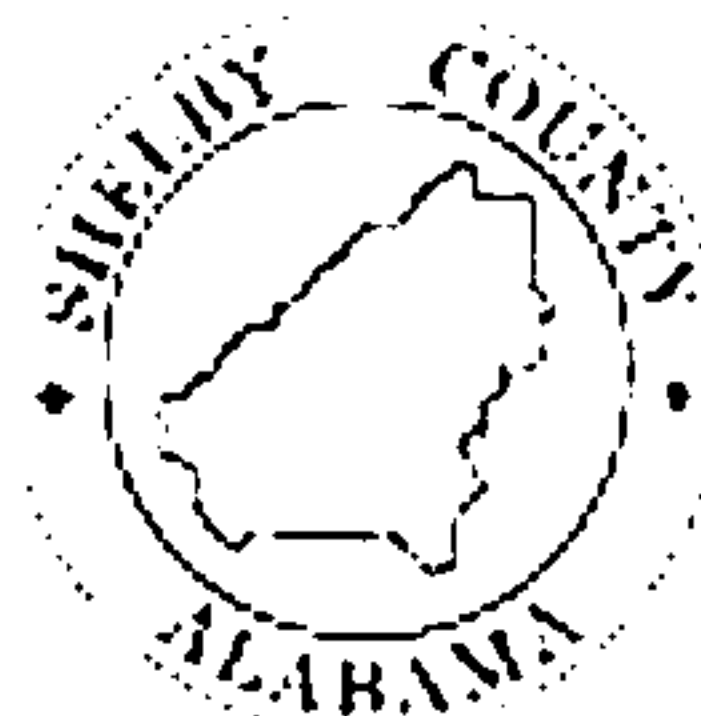
LOT 16, IN BLOCK 5, ACCORDING TO THE SURVEY OF ARDEN SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 64, IN THE PROBATE OFFICE OF COUNTY, ALABAMA.

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 ASFOLLOWS: 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.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/08/2018 08:27:57 AM
\$33.00 CHERRY
20180208000041400

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the printed name and title of the County Clerk.