

20190117000019330  
01/17/2019 01:12:06 PM  
ASSIGN 1/6

**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attention: Justin Quinn, Esq.  
ALFA18-3363

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

By

**ACM CRE FUND I-L, LP**  
a Delaware limited partnership

in favor of

**ACM CRE SELLER 3, LLC,**  
a Delaware limited liability company

Premises: 2039 Fulton Springs Road  
Alabaster, Shelby County, AL 35007

Dated as of January 16, 2019

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACM CRE FUND I-L, LP, a Delaware limited partnership ("Assignor"), having an office at 444 Madison Avenue, 19th Floor, New York, NY 10022, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to ACM CRE SELLER 3, LLC, a Delaware limited liability company, having an office at 444 Madison Avenue, 19th Floor, New York, NY 10022, its successors, and assigns ("Assignee"), all right, title and interest of Assignor in and to the security instruments identified on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Security Instruments") encumbering the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which is otherwise entitled as additional security for the payment of the notes and other obligations secured by such Security Instruments.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Assignor.

TO HAVE AND TO HOLD unto Assignee and to the successors and assigns of Assignee forever.


*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal  
as of this 16<sup>th</sup> day of January, 2019.

**ASSIGNOR:**

**ACM CRE FUND I-L, LP**, a Delaware limited  
partnership

By: Amherst RECAP CRE GP I LLC, a  
Delaware limited liability company, its  
general partner

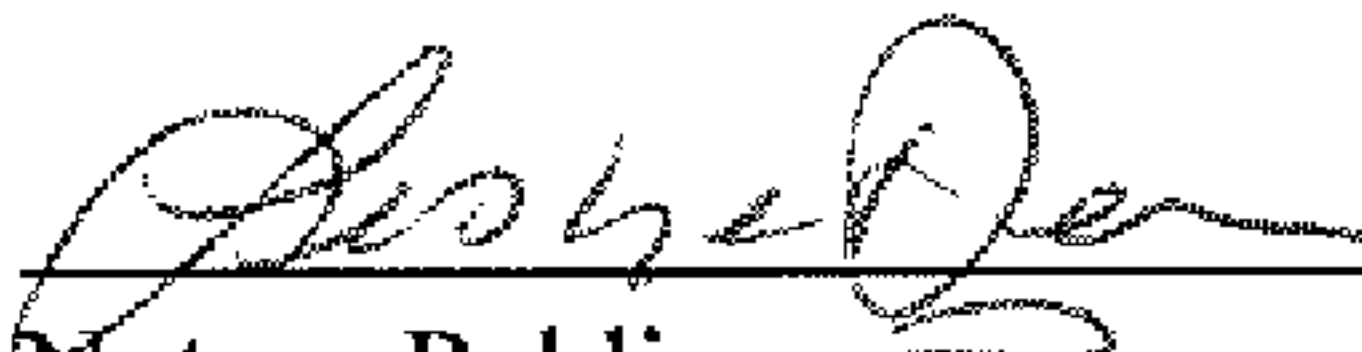
By:   
Name: Banu Roso  
Title: Authorized Signatory

STATE OF NEW YORK                    )  
  ) ss.  
COUNTY OF NEW YORK            )

On the 9<sup>th</sup> day of January in the year 2019 before me, the undersigned, a Notary  
Public in and for said State, personally appeared Banu Roso, personally known to me or proved  
to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his capacity, and that by  
his signature on the instrument, the individual, or the person upon behalf of which the individual  
acted, executed the instrument.

(Notarial Seal)

LESLEY DANNEN  
Notary Public, State of New York  
No. 01086603089  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Feb. 28, 2022

  
Notary Public

[Signature Page to Assignment of Mortgage (AL) (Maxim Crane)]

KL 3194802

SCHEDULE I TO ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

1. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 28, 2018 by APG Industrial Alabaster, LLC, a Delaware limited liability company to Assignor, and recorded on January 2, 2019 in Shelby County, Alabama as Doc #20190102000000980.

## EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Shelby, State of Alabama, and being more particularly described as follows:

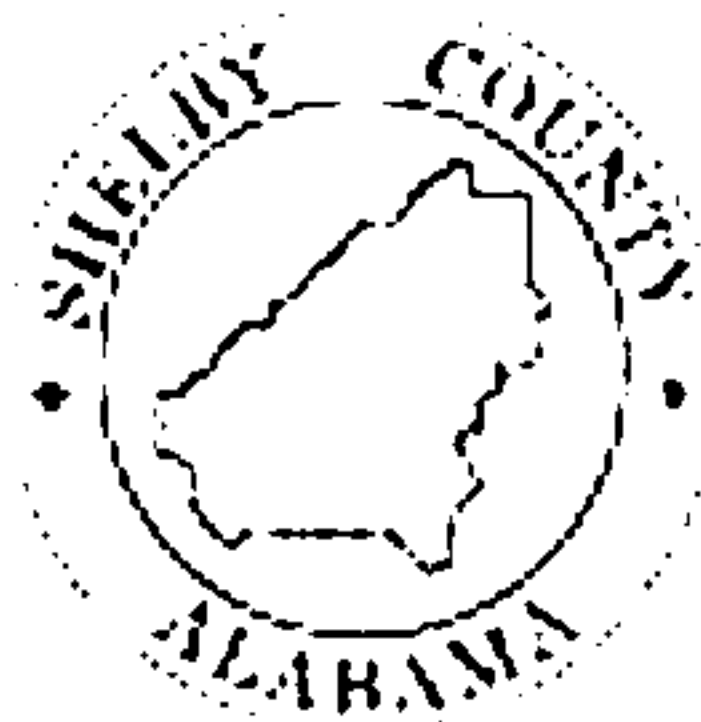
**Parcel I:**

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West; thence run West along the South line of said Section a distance of 1048.89 feet to the Northeast right of way line of Interstate Highway I-65; thence turn an angle of 55 degrees 31 minutes to the right and run along said Highway right of way a distance of 237.87 feet; thence turn an angle of 1 degree 08 minutes 06 seconds to the right and run along said right of way line a distance of 210.20 feet; thence turn an angle of 2 degrees 27 minutes 52 seconds to the right and run along a chord of a right of way curve a chord distance of 436.46 feet to a point on the right of way line of Interstate Highway I-65, and the point of beginning; thence turn an angle of 2 degrees 46 minutes 34 seconds to the right to the chord of a right of way curve and run along said right of way curve, (whose delta angle is 3 degrees 05 minutes 15 seconds to the right, tangent distance is 304.82 feet, radius is 11,311.04 feet, chord distance is 609.42 feet, length of arc is 609.50 feet), to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 194.83 feet to the Southeast right of way line of the L & N Railroad; thence turn to the right and run along said L & N Railroad right of way a distance of 417.32 feet to a point on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 188.08 feet to the P.C. of a right of way curve; thence continue in the same direction along said right of way curve, (whose delta angle is 14 degrees 44 minutes 28 seconds to the left, radius is 2826.30 feet, length of arc is 727.15 feet), to the North right of way line of a paved county highway; thence turn an angle of 85 degrees 59 minutes to the right from the chord of said curve, and run along said County Highway right of way a distance of 210.00 feet; thence turn an angle of 87 degrees 11 minutes 43 seconds to the right and run a distance of 110.16 feet; thence turn an angle of 1 degree 28 minutes 43 seconds to the right and run a distance of 187.78 feet; thence turn an angle of 17 degrees 09 minutes 34 seconds to the left and run a distance of 512.38 feet to the point of beginning, situated in the South 1/2 of the Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama.

**Parcel II:**

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said Section 12 a distance of 1048.89 feet to the Northeasterly right of way of Interstate Highway #65; thence turn right 55 degrees 31 minutes 00 seconds and run along said right of way a distance of 237.87 feet; thence turn right 01 degree 08 minutes 06 seconds and run along said right of way a distance of 210.0 feet to the point of beginning; thence turn right 02 degrees 27 minutes 52 seconds to the chord of its curve, whose delta angle is 02 degrees 27 minutes 52 seconds to the right, radius 11,311.04 feet, tangent

243.28 for a chord 486.46 feet, and run along said curve a distance of 486.50 feet; thence turn right 112 degrees 34 minutes 54 seconds from chord of said curve a distance of 512.38 feet; thence turn right 17 degrees 09 minutes 52 seconds a distance of 187.78 feet; thence turn right 92 degrees 47 minutes 00 seconds a distance of 60.07 feet; thence turn right 87 degrees 13 minutes 00 seconds a distance of 206.78 feet; thence turn left 58 degrees 47 minutes 24 seconds a distance of 236.82 feet; thence turn left 73 degrees 28 minutes 36 seconds a distance of 150.0 feet; thence turn right 84 degrees 11 minutes 00 seconds a distance of 210.0 feet to the point of beginning.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/17/2019 01:12:06 PM  
\$30.00 CHARITY  
20190117000019330

*Allen S. Bayl*