

This instrument was prepared by:

A10 Capital, LLC
Attn: Jackie Cox
800 W. Main Street, Suite 1100
Boise, Idaho 83702

20210716000345340
07/16/2021 08:14:07 AM
ASSIGN 1/5

Loan #AP-AL-TJ-21-015-0455-001
(Lennox Townhomes)

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS (this “*Assignment*”) is made as of May 27, 2021, by **A10 Capital, LLC**, a Delaware limited liability company (“*Assignor*”), with an address at 800 W. Main Street, Suite 1100, Boise, Idaho 83702, Attention: Jerry E. Dunn, in favor of **Banner Life Insurance Company** (“*Assignee*”), with an address at c/o Schroders Investment Management North America Inc., 7 Bryant Park, 1045 Avenue of the Americas, New York, New York 10018-3755, Attention: Jeffrey Williams, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee all of Assignor’s right, title, and interest in and to that certain Mortgage With Assignment of Leases and Rents and Security Agreement executed by **Lennox 3, LLC**, an Alabama limited liability company, (i) recorded May 27, 2021, in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument No. 2021061793 thereof, and (ii) recorded May 27, 2021, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20210527000262250 thereof (hereinafter collectively called the “*Mortgage*”), describing certain real property therein (the “*Real Property*”) as:

Please refer to Exhibit A attached hereto and made a part hereof by this reference for the legal description.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgage and the foregoing lien instrument and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

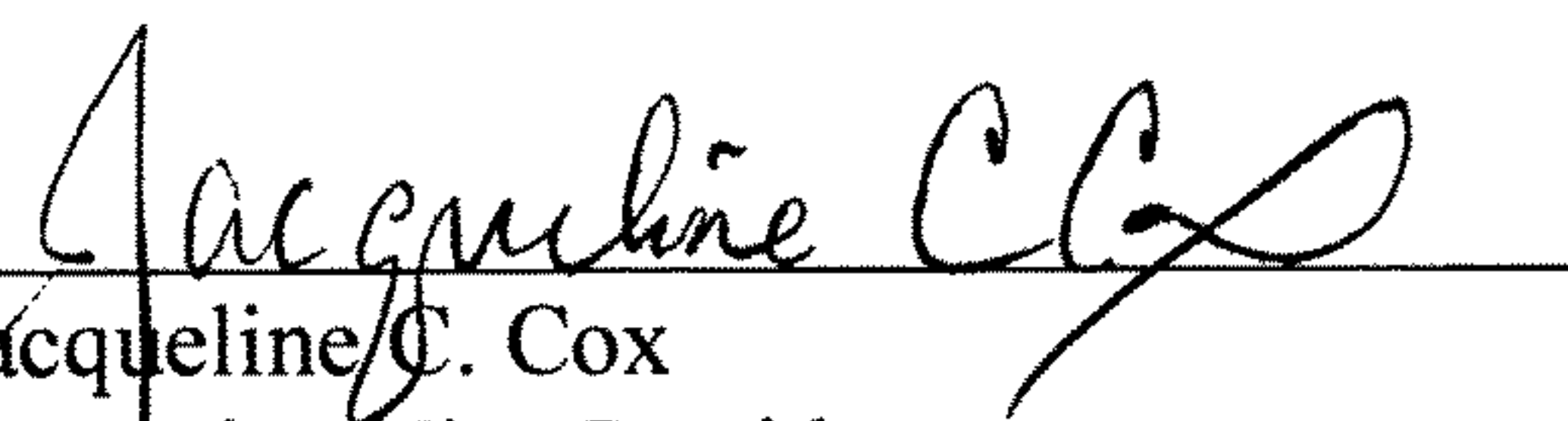
4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.

6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the date first set forth above.

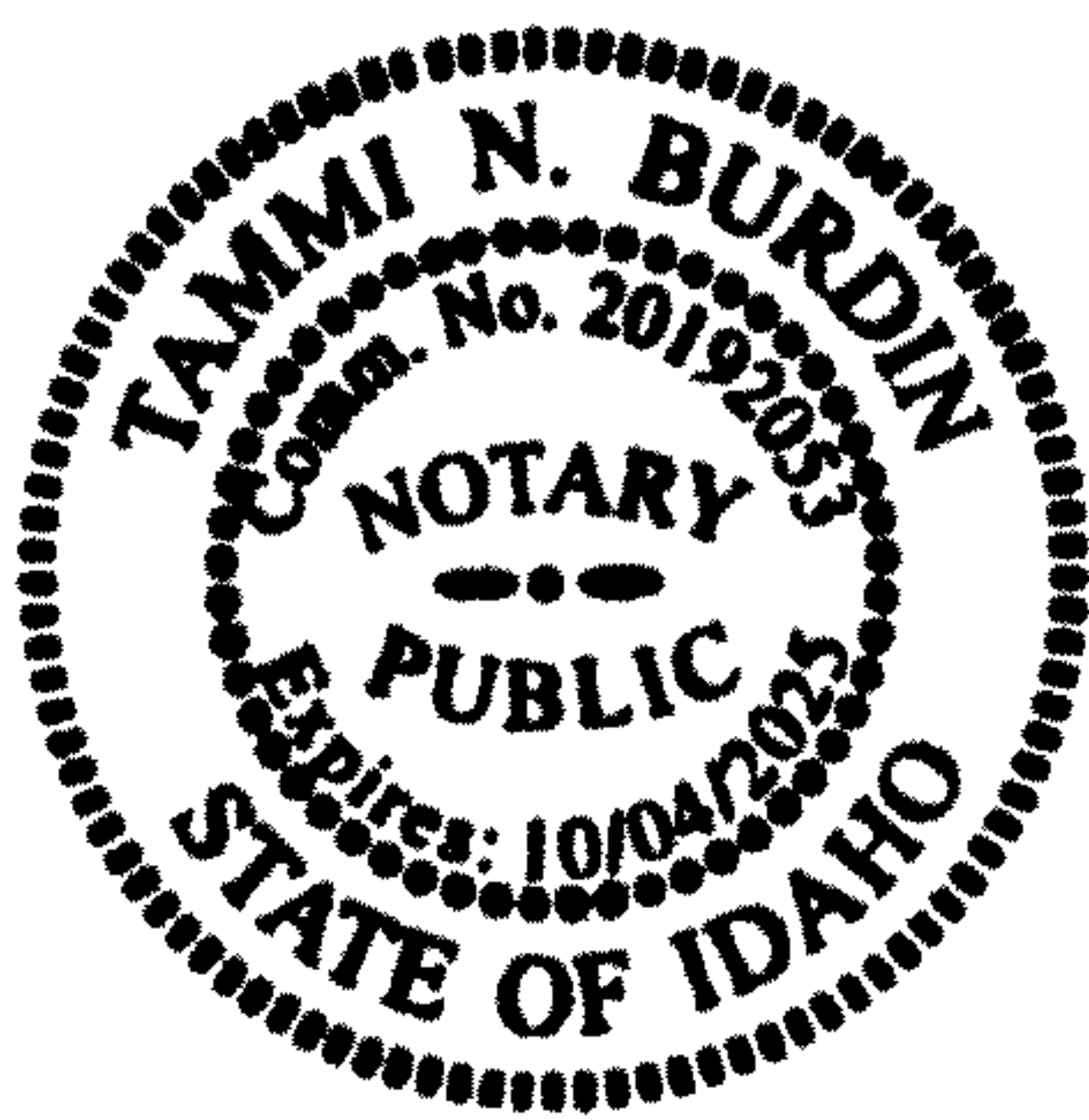
A10 Capital, LLC,
a Delaware limited liability company

By: 
Jacqueline C. Cox
Executive Vice President

STATE OF IDAHO)
County of Ada)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jacqueline C. Cox, whose name as Executive Vice President of **A10 Capital, LLC**, a Delaware 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 said instrument, she, as such Executive Vice President 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 25th day of May, 2021.



Tammi N Burdin
Notary Public for Idaho
Residing at Boise, ID
My commission expires 10/04/2025

EXHIBIT A

Legal Description

Tract I

Lots 1 through 35 inclusive according to A Resurvey of Lennox Townhomes Phase 1 as recorded in Map Book 247, Page 83, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to all roadways, common areas and other real property interest located within the boundaries of A Resurvey of Lennox Townhomes Phase 1 as recorded in Map Book 247, Page 83, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to Agreement For Easement dated March 7th 2018 from John T. Posey and wife Debra G. Posey and Lennox, LLC recorded in Instrument 2018023340 in the Office of the Judge of Probate of Jefferson County, Alabama.

Tract II

Lot A, according to the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama, together with any improvements contiguous to Lot A that may be situated in Shelby County lying Southwest of Lennox Blvd.

Lots CE-A, CE-B, CE-C, CE-D, CE-E and CE-F according to the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with and subject to all roadways, common areas and other real property interest located within the boundaries of the First Addition to A Resurvey of Lennox Townhomes Phase 1 Map of Intent as recorded in Map Book 250, Page 17, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with improvements along that portion of Lennox Boulevard, Lennox Road and Lennox Drive lying in Shelby County, Alabama for purposes ingress and egress to and from Tract I and Tract II; also any public or private utilities as set forth in A Resurvey of Lennox, A Condominium as recorded in Map Book 51, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama.

Together with and subject to real property rights as established under Agreement for Reciprocal Easements for Ingress and Egress and Utilities dated 10th day of May, 2021 and recorded in Instrument 2021061789 in the Probate Office of Jefferson County, Alabama and Instrument 20210527000262240 in the Probate Office of Shelby County, Alabama.

Street Address: 940, 950, 954, 958, 962, 966, 970, 974, 978, 985 Lennox Boulevard; 4004, 4005, 4008, 4009, 4012, 4013, 4016, 4017, 4020, 4021, 4024, 4025, 4028, 4029, 4032,

4036 Lennox Road; 4203, 4206 4207, 4211, 4215, 4219, 4223 Lennox Drive;
and 4139, 4143, 4147, 4151, 4155, 4159, 4163, 4167, 4171, 4177; Lennox Way,
Vestavia Hills, Alabama 35216

Tax Parcel ID: 40 00 07 4 004 001.000, 40 00 07 4 004 001.001, 40 00 07 4 004 001.002, 40 00
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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/16/2021 08:14:07 AM
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20210716000345340

Allie S. Bayl