

20220504000182800
05/04/2022 12:14:47 PM
ASSIGN 1/5

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

CITI REAL ESTATE FUNDING INC., a New York corporation
(Assignor)

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
REGISTERED HOLDERS OF BENCHMARK 2021-B31 MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-B31 AND
THE UNCERTIFICATED VRR INTEREST OWNERS
(Assignee)

Effective as of December 22, 2021

County of Shelby
State of Alabama

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT

Effective as of the 22nd day of December, 2021, CITI REAL ESTATE FUNDING INC., a New York corporation, having an address at 390 Greenwich Street, 7th Floor, New York, NY 10013 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF BENCHMARK 2021-B31 MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-B31 AND THE UNCERTIFICATED VRR INTEREST OWNERS, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

MORTGAGE AND SECURITY AGREEMENT made by CONCOURSE 100, LLC, a Delaware limited liability company, 800 BUILDING OWNER, LLC, a Delaware limited liability company and BEACON RIDGE, LLC, a Delaware limited liability company to Assignor, dated as of November 5, 2021 and recorded on December 2, 2021, as Instrument Number 20211202000574620 in the Recorder's Office of Shelby County, Alabama (as the same may have been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$43,500,000.00, and creating a first lien on 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 Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.


This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

19th IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this day of January, 2022, to be effective as of the date first written above.

ASSIGNOR:

**CITI REAL ESTATE FUNDING INC., a
New York corporation**

By: 
Name: Tina Lin
Title: Vice President

STATE OF NEW YORK

§

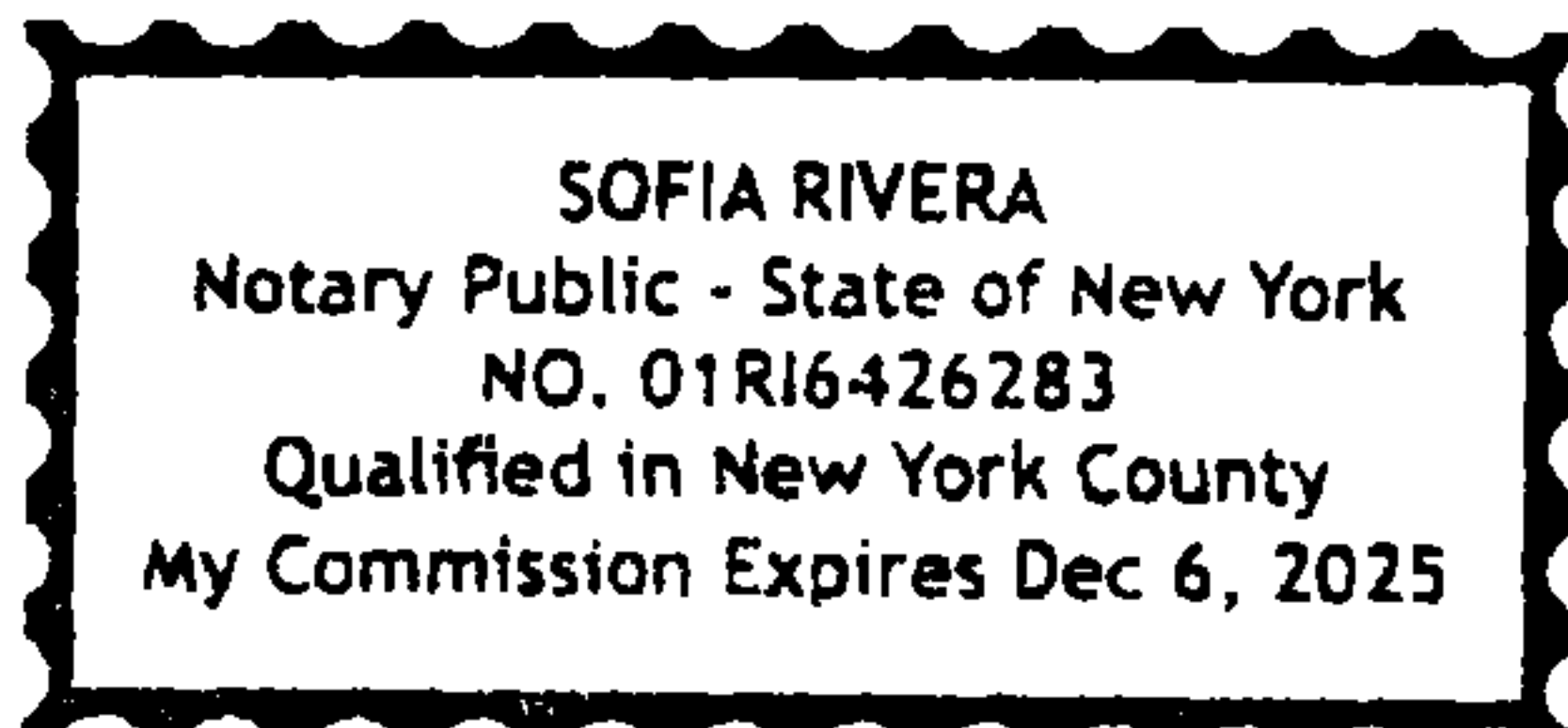
§

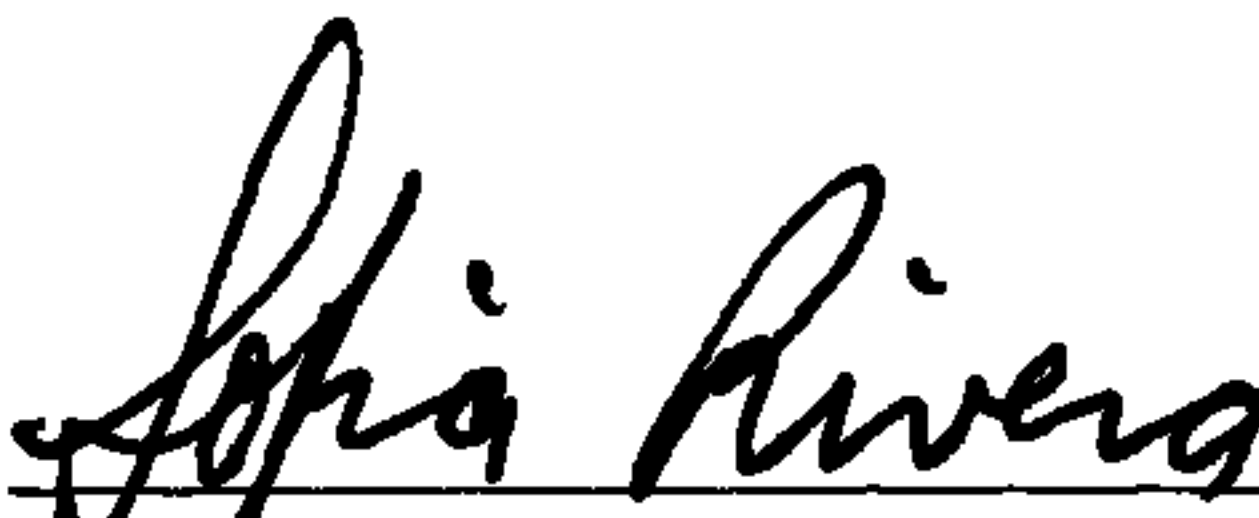
COUNTY OF NEW YORK

§

On the 19th day of January, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Tina Lin, as Vice President of Citi Real Estate Funding Inc., a New York corporation, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



Signature: 
Notary Public

My Commission Expires: 12/6/2025

**EXHIBIT A
LEGAL DESCRIPTION**

100 CONCOURSE:

PARCEL I:

LOT 1A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 13, PAGE 50; AS AMENDED BY AMENDMENT NO. 1 RECORDED IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AND IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BUT DELETING ANY RESTRICTIONS BASED ON RACE, COLOR, CREED OR NATIONAL ORIGIN.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENT AS RECORDED IN REAL VOLUME 332, PAGE 637.

800 CONCOURSE:

PARCEL I:

LOT 3A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AD IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN REAL VOLUME 332, PAGE 637, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

600 BEACON:

LOT 17, ACCORDING TO THE SURVEY OF SECOND SECTOR OF BLOCK 1, BEACON PARK, AS RECORDED IN MAP BOOK 93, PAGE 44, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/04/2022 12:14:47 PM
\$36.00 JOANN
20220504000182800

Alvin S. Boyd