



20220708000270910 1/6 \$37.00
Shelby Cnty Judge of Probate, AL
07/08/2022 01:38:07 PM FILED/CERT

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

By

FS CREIT ORIGINATOR LLC,
a Delaware limited liability company

in favor of

FS CREIT FINANCE HOLDINGS LLC,
a Delaware limited liability company

Dated: July 7, 2022

Property: 5291 US 280, Birmingham, Alabama 35242

County: Shelby County

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

Know all persons by these presents that, as of July 7, 2022, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FS CREIT ORIGINATOR LLC**, a Delaware limited liability company ("**Assignor**"), having its principal place of business at c/o Rialto Capital Management, LLC, 600 Madison Avenue, 12th Floor, New York, New York 10022, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to **FS CREIT FINANCE HOLDINGS LLC**, a Delaware limited liability company, having an office at c/o Rialto Capital Management, LLC, 600 Madison Avenue, 12th Floor, New York, New York 10022, its successors, participants and assigns ("**Assignee**"), all right, title and interest of Assignor in and to the Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement (collectively, the "**Security Instruments**") executed by Borrower (as defined on **Schedule 1** attached hereto and incorporated herein by reference), and creating a first lien on the property described in **Exhibit A** attached hereto and by this reference made a part hereof, securing the payment of that certain Promissory Note made by Borrower, dated July 7, 2022, payable to the order of Assignor in the maximum principal amount of FIFTY-SEVEN MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$57,250,000.00).

The purpose of this instrument is to assign the Security Instruments by Borrower to Assignee and to release any and all interest Assignor may have in and to the Security Instruments, except any indemnification provisions set forth in the Security Instruments or otherwise agreed in writing among Assignor and Assignee which by their terms would continue to benefit Assignor but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against the Assignee to which such indemnification provisions set forth in the Security Instruments would apply.

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 described herein.

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

TO HAVE AND TO HOLD this Assignment of Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement unto Assignee and to the successors and assigns of Assignee forever.

[signature page follows]

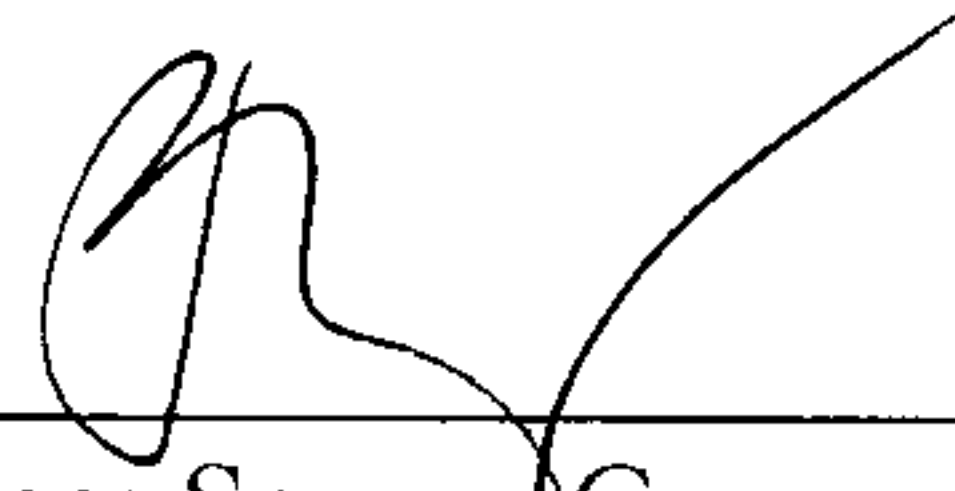


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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal
as of the date first above written.

ASSIGNOR:

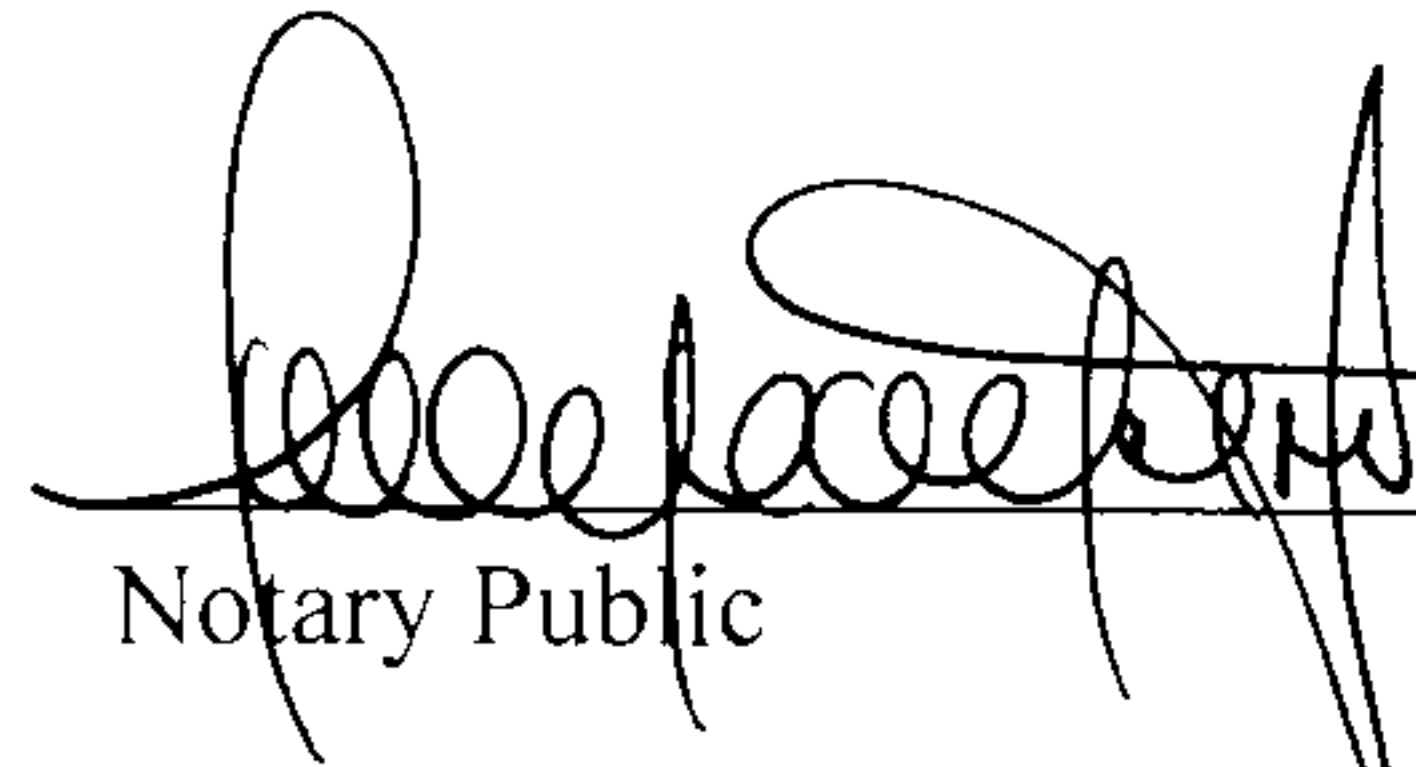
FS CREIT ORIGINATOR LLC,
a Delaware limited liability company

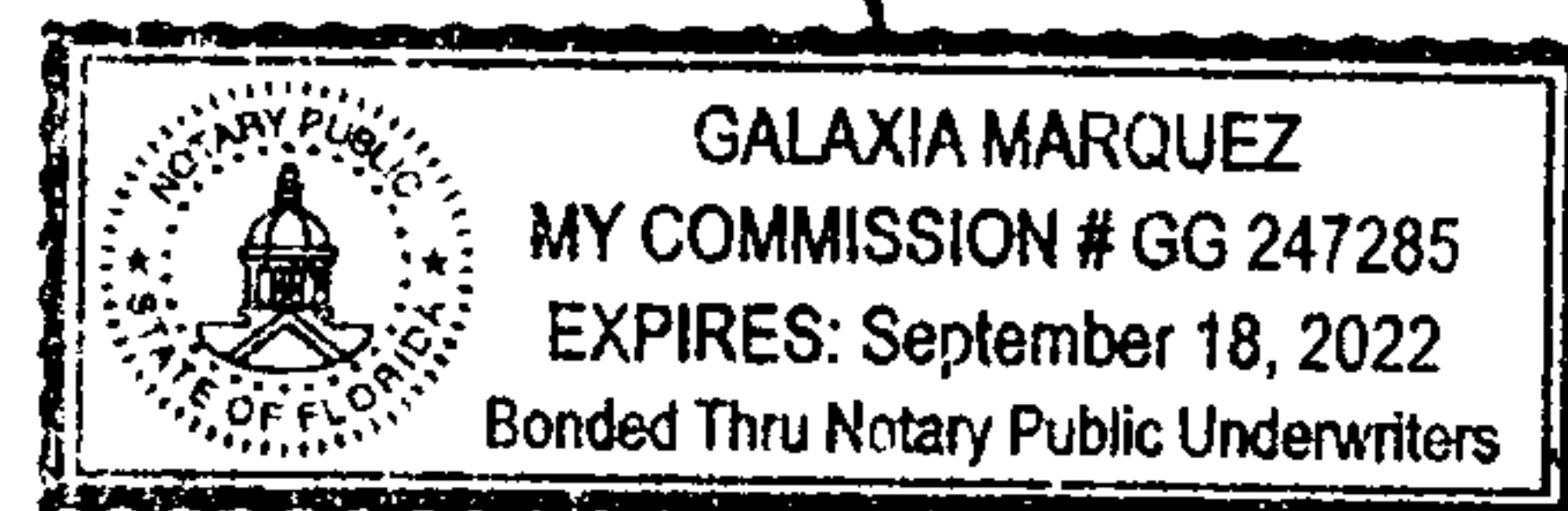
By: 
Name: Sorana Georgescu
Title: Authorized Signatory

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

On the 22nd day of June in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Sorana Georgescu, 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.

(Notarial Seal)


Notary Public



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

POLSINELLI
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Marla R. Bell, Esq.

Signature Page to Assignment of Mortgage (Brook Highland Plaza) Originator to Holdings

83912757




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

- a) Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement (“**Mortgage**”) made by **BROOK HIGHLAND SC LLC**, a Delaware limited liability company (“**SC Borrower**”), **BROOK HIGHLAND SC TIC 1 LLC**, a Delaware limited liability company (“**TIC 1 Borrower**”), **BROOK HIGHLAND SC TIC 2 LLC**, a Delaware limited liability company (“**TIC 2 Borrower**”), **BROOK HIGHLAND SC TIC 3 LLC**, a Delaware limited liability company (“**TIC 3 Borrower**”), **BROOK HIGHLAND SC TIC 4 LLC**, a Delaware limited liability company (“**TIC 4 Borrower**”), **BROOK HIGHLAND SC TIC 5 LLC**, a Delaware limited liability company (“**TIC 5 Borrower**”), **BROOK HIGHLAND SC TIC 8 LLC**, a Delaware limited liability company (“**TIC 8 Borrower**”), **BROOK HIGHLAND SC TIC 9 LLC**, a Delaware limited liability company (“**TIC 9 Borrower**”), **BROOK HIGHLAND SC TIC 10 LLC**, a Delaware limited liability company (“**TIC 10 Borrower**”; together with SC Borrower, TIC 1 Borrower, TIC 2 Borrower, TIC 3 Borrower, TIC 4 Borrower, TIC 5 Borrower, TIC 8 Borrower, and TIC 9 Borrower, as tenants in common, individually, collectively, jointly and severally, and together with their permitted successors and assigns, “**Borrower**”), to **FS CREIT ORIGINATOR LLC**, a Delaware limited liability company (“**Original Lender**”), in the principal amount of \$57,250,000.00, dated July 7, 2022, and recorded on July 8, 2022 in the Probate Office of Shelby County under Document Number 30000708000270910

EXHIBIT A

LEGAL DESCRIPTION


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

PARCEL I:

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 1A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Lot 2A, according to the Amended Map of Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all of the beneficial rights and interests in the easements under the following instruments:

(i) Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth Bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded in Real 307, Page 985, in the Probate Office of Shelby County, Alabama.

(ii) Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded in Instrument 1993-32515, in the Probate Office of Shelby County, Alabama.

ALSO:



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All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994-37773 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, Page 950, in the Probate Office of Shelby County, Alabama.

Tax ID Nos.: 03-9-31-0-001-018.005; 03-9-31-0-001-018.020; 03-9-31-0-001-018.013; 03-9-31-0-001-018.051; 03-9-31-0-001-018.010