

STATE OF ALABAMA
SHELBY COUNTY

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FCDEEDS 1/5

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Monarch at Lee Branch, LLC, a limited liability company, executed that certain Mortgage, Security Agreement and Assignment of Leases and Rents, dated October 18, 2018, to Rialto Mortgage Finance, LLC, in the original principal amount of \$21,000,000.00 which mortgage was recorded October 18, 2018 in the Office of the Judge of Probate of Shelby, County, Alabama as Instrument #20181018000370270; said mortgage was subsequently transferred and assigned to RMF SUB 2, LLC by that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents recorded on January 8, 2019 as Instrument #20190108000007720; and was further transferred and assigned to Rialto Mortgage Finance, LLC by that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents recorded on January 8, 2019 as Instrument #20190108000007750; and was further transferred and assigned to Wells Fargo Bank, National Association, as Trustee for the Benefit of the Registered Holders of UBS Commercial Mortgage Trust 2018-C14, Commercial Mortgage Pass-Through Certificates, Series 2018-C14 by that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents recorded on January 8, 2019 as Instrument #20190108000007780; and was further transferred and assigned to RSS UBSCM2018-C14-AL MLB, LLC by that certain Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents recorded on February 4, 2022 as Instrument #20220204000053250; and was further transferred and assigned to Cygnus Bham, LLC by that certain Assignment of Leasehold Mortgage and Security Agreement recorded on January 5, 2023 as Instrument #20230105000004840; all recording references are in the aforesaid Probate Office; and

WHEREAS, default was made in the payment of the mortgage indebtedness secured by said mortgage, and Cygnus Bham, LLC, the holder of said mortgage, did declare all of the indebtedness

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secured by said mortgage due and payable, and said mortgage subject to foreclosure, and did give due and proper notice of the foreclosure of said mortgage in accordance with the terms thereof by publication in the *SHELBY COUNTY REPORTER*, a newspaper of general circulation in Shelby County, Alabama, in its issues of January 15, January 22, and January 29, 2023; and WHEREAS, on February 10, 2023, the day on which the foreclosure sale was due to be held under the terms of said notice, during the legal hours of sale, said foreclosure was duly and properly conducted and the said Cygnus Bham, LLC, the holder of said mortgage, did offer for sale at public outcry, at the main entrance to the courthouse in Columbiana, Alabama in Shelby County, Alabama, during the legal hours of sale, to the highest bidder for cash, the hereinafter described real property; and

WHEREAS, the highest and best bid was the bid of Cygnus Bham, LLC, in the sum of nineteen million, one hundred thousand dollars (\$19,100,000.00), as a credit against the debt and

WHEREAS, Michel Nicrosi, as attorney for Cygnus Bham, LLC, the holder of the mortgage, acted as designated agent and auctioneer for Cygnus Bham, LLC, the holder of said mortgage, as provided by the terms of said mortgage and conducted the sale; and

WHEREAS, said mortgage expressly authorized the person conducting said sale to execute to the purchaser at said sale the deed to the property so purchased,

NOW, THEREFORE, in consideration of the premises and in order to evidence such sale, said Cygnus Bham, LLC, the holder of said mortgage, by and through said Michel Nicrosi, auctioneer, does hereby GRANT, BARGAIN, SELL AND CONVEY unto Cygnus Bham, LLC, the following described real property, situated in Shelby County, State of Alabama, more particularly described as follows, to wit:

PARCEL 1:

Lot 1B, according to the survey of a Resubdivision of The Village at Lee Branch as recorded in Map Book 31, Page 130A and 130B, in the Probate Office of Shelby County, Alabama, being a Resubdivision of The Village at Lee Branch Sector 1-Revision 1.

Lots 1A, 1B, 1C and 1D according to the Resurvey of Lot 1 of The Village at Lee Branch, Sector 1, Phase 2, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 43, Page 66.

Lots 7 and 8, according to the survey of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, in the Probate Office of Shelby County, Alabama, being a Resubdivision of Lot 5A of The Village at Lee Branch Sector 1-Revision 1.

Together with such appurtenant access, easement and other rights which arise or are reserved under and pursuant to the following instrument being more particularly described as follows:

Reciprocal Easement Agreement by and between AIG Baker Brookstone, L.L.C., and Compass Bank, dated August 26, 2003, filed for record August 27, 2003 at 10:47 a.m., recorded as Instrument Number: 20030827000569990 in the Probate Office of Shelby County, Alabama. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated June 30, 2003 and recorded July 1, 2003 as Document Number 20030701000412990 made by and between AIG Baker Brookstone, LLC and Lee Branch, LLC.

Cost-Sharing Agreement dated as of January 1, 2014 and recorded September 17, 2014 as Document Number 20140917000291230 made by and between Pera Lee Branch, Inc. and Rushmore Lee Branch, LLC.

Declaration of Easement and Restrictions dated as of May 26, 2004 and recorded June 1, 2004 as Document Number 20040601000288850 made by AIG Baker East Village, LLC, as amended by Amendment No. 1 to Declaration of Easement and Restrictions was recorded June 24, 2004 as Document Number 20040624000345520 Amendment to Declaration of Easement and Restrictions was recorded May 11, 2012 as Document Number 20120511000165500 as amended by Amendment No. 3 to Declaration of Easement and Restrictions was recorded January 27, 2014 as Document Number 20140127000026530 as amended by Amendment No. 4 to Declaration of Easement and Restrictions was recorded October 14, 2014 as Document Number 20141014000323410.

Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 and recorded June 24, 2004 as Document Number 20040624000345530 made by AIG Baker East Village, LLC, as amended by First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easement dated September 3, 2013 and recorded September 13, 2013 as Document Number 20130913000372210.

To the extent that an interest in real property is created, Declaration of Limited Use Restrictions dated June 29, 2007 and recorded July 2, 2007 as Document Number

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20070702000309430 made by and between AIG Brookstone, LLC and AIG Baker
East Village, LLC. (Parcel 2)

To the extent and interest in Real Property is created, Agreement regarding
maintenance obligation for PAD C – The Village at Lee Branch – Phase II dated as
of June 21, 2004 and recorded June 24, 2004 as Document Number
20040624000345540 made by AIG Baker East Village, LLC.

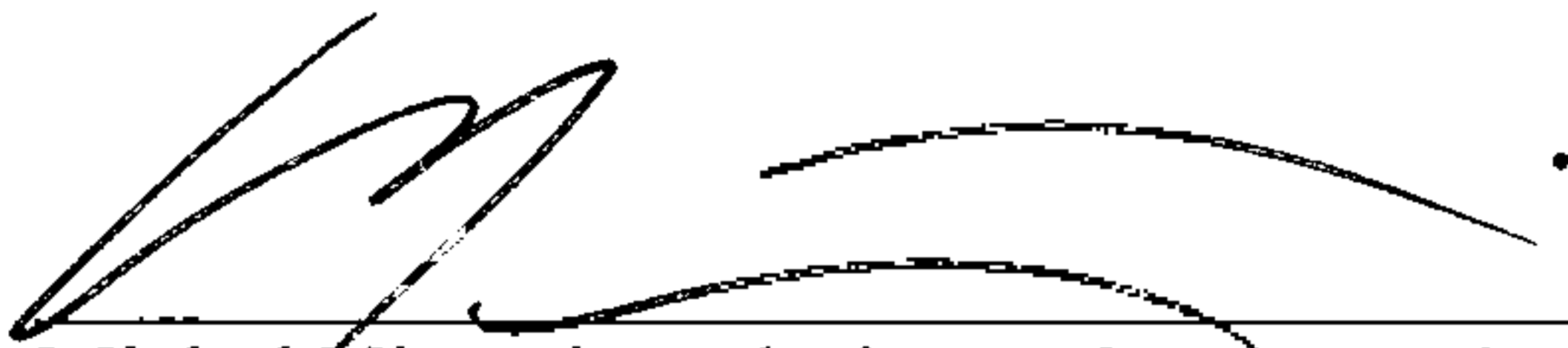
LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED
OF RECORD

TO HAVE AND TO HOLD the above described property unto the said Cygnus Bham, LLC, its
successors and assigns, forever; subject, however to the following:

- 1) the statutory right of redemption on the part of those entitled to redeem from such
foreclosure as provided by the laws of the State of Alabama and the United States of
America, as such laws are interpreted and enforced by the courts of Alabama and the
United States;
- 2) All outstanding and future ad valorem taxes;
- 3) All matters of public record, including but not limited to all easements, restrictions and
encumbrances;
- 4) Applicable zoning classification and restrictions; and
- 5) All encroachments, right of ways and other matters which an accurate survey would
reflect.

This property is sold “as is” without any warranty, express or implied, other than the warranty of
title, subject to the foregoing exceptions, Cygnus Bham, LLC, the holder of said mortgage, makes no
representation or warranty as to fitness for a particular purpose, habitability, environmental condition, or
value.

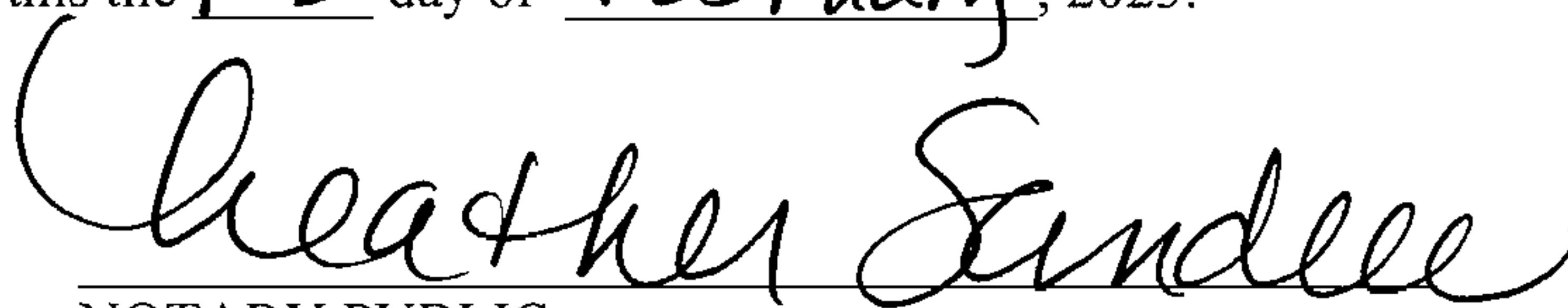
IN WITNESS WHEREOF, the said Cygnus Bham, LLC, the holder of said mortgage, by Michel Nicrosi, as auctioneer conducting said sale has caused these presents to be executed effective the 13th day of February, 2023.

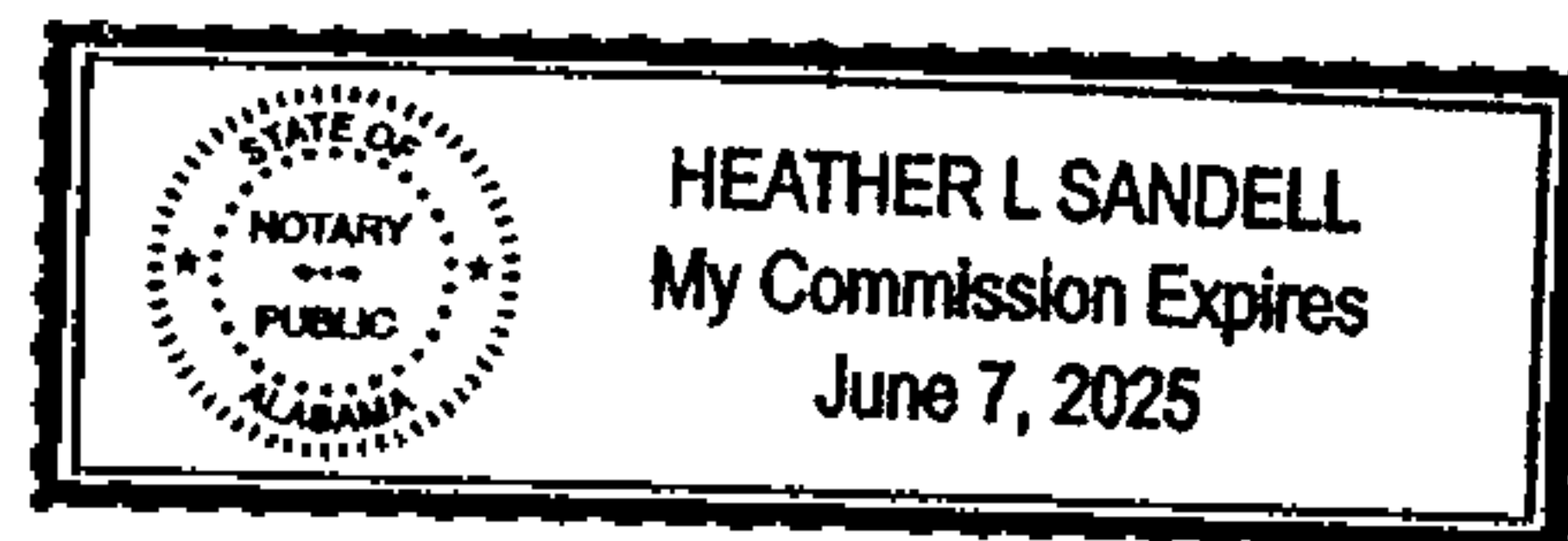

Michel Nicrosi, as designated agent and auctioneer
conducting said sale for Cygnus Bham, LLC, the holder
of said mortgage

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a notary public in and for said County and State, hereby certify that Michel Nicrosi, whose name as designated agent and auctioneer for Cygnus Bham, LLC, the holder of said mortgage, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she, in her capacity as such designated agent and auctioneer, executed the same voluntarily on the day the same bears date.

Given under my hand and notary seal, on this the 13th day of February, 2023.


NOTARY PUBLIC
MY COMMISSION EXPIRES June 7, 2025



THIS INSTRUMENT PREPARED BY AND RETURNED TO:

Michel Nicrosi, Esquire
Jones Walker LLP
11 North Water Street
Suite 1200
Mobile, Alabama 36602
(251) 432-1414

GRANTOR'S [AND GRANTEE'S] ADDRESS:

Cygnus Bham, LLC
3060 Peachtree Road NW, Suite 1080
Atlanta, GA 30305
Attn: John J. Lyons



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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