

STATE OF ALABAMA)
COUNTY OF ETOWAH)

State of Alabama, Etowah County
I certify this instrument was filed
and fees collected on:

2013 July -- 1 9:30AM

Instrument Number 3387857 Pages 5
-----MISCELLANEOUS-----
RECORDING 15.00 CERTIFICA 3.00
SCAN FEE 5.00 MENTAL HE 2.00
PROBATE J 3.00
Total Fees ----- 28.00
Bobby Jenkins, Judge of Probate

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

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS (the "Assignment") is made by **FANNIE MAE**, a federally-chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. §1716 et seq., whose address is 3900 Wisconsin Ave. NW, Washington, D.C. 20016 ("Assignor"), to and in favor of **SUNSET DIVERSIFIED PROPERTY INVESTMENTS LLC.**, a California limited liability company ("Assignee"), whose mailing address is 1777 Paseo Castille, Camarillo, California 93010.

RECITALS:

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and executed and delivered by Southtowne Management Group, L.L.C. (the "Borrower"), which Promissory Note is secured by that certain mortgage (the "Mortgage") from Borrower to Assignor recorded in the Office of the Judge of Probate of Etowah County, Alabama, as Instrument Number 3291186, and other documents and instruments, all of which may have been subsequently modified, amended, renewed, and/or extended, all as more particularly described on Schedule "A" attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Mortgage, and any other documents evidencing and securing the Loan, including without limitation the documents set forth on Schedule "A" and all Guaranty Agreements, Loan Agreements, Security Agreements, Pledge Agreements, title policies, assignments and UCC financing statements are hereinafter collectively referred to as the "Loan Documents".

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, and CONVEYS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, this Assignment is made without recourse, warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loans; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loans; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Note and Mortgage and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, except as specifically set forth in that certain Loan Sale Agreement, dated as of ^{May} June 29, 2013, by and between Assignor and Assignee. Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Mortgage and has the right to assign same to Assignee. The recitals herein are expressly incorporated into and made a part of this Assignment.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any signature page of this Assignment may be detached from any counterpart of this Assignment and reattached to any other counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 3rd day of June, 2013 (the "Effective Date").

ASSIGNOR:

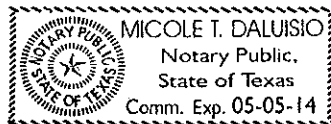
FANNIE MAE

By: *Frank Yanez*
Name: Frank Yanez
Its: Assistant Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Frank Yanez, whose name as Assistant Vice President of Fannie Mae, a federally-chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. §1716 et seq., 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said assistant vice president.

Given under my hand and official seal, this 3rd day of June, 2013.



Micoles T. Daluisio
Notary Public

AFFIX SEAL

My commission expires: 05-05-14

[SIGNATURES CONTINUED ON NEXT PAGE]

ASSIGNEE:

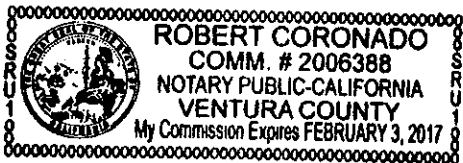
SUNSET DIVERSIFIED PROPERTY INVESTMENTS LLC

By: [Signature]
Name: Julie Levy
Its: President

STATE OF California)
COUNTY OF Ventura)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Julie Levy, whose name as President of Sunset Diversified Property Investments LLC, a California 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, ~~he~~(she) as such officer and with full authority, executed the same voluntarily for and as the act of said President.

Given under my hand and official seal, this 13 day of June, 2013.



[Signature]
Notary Public

AFFIX SEAL

My commission expires: 2-3-2017

PREPARED BY AND UPON RECORDATION
RETURN TO:
SUNSET PROPERTY INVESTMENT LLC
751 E DAILY Dr #116
CAMARILLO CA 93010

SCHEDULE A Pine Ridge Apartments

Assignment of Management Agreement
Borrower Certificate
Certificate of Borrower
Certificate of Organization, Authorizations & Other Matters
Completion Repair Agreement
Consent of Member
Environmental Indemnity Agreement
Guaranty
Note
Replacement Reserve & Security Agreement
UCC Financing Statements
Allonge to Note
Assignment of Collateral and Other Loan Documents
Assignment of Mortgage
~~Multifamily Mortgage Assignment of Rents and Security Agreement~~
Title Policy
Operations and Maintenance Agreement (Asbestos)

Return to: VWR-S
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204

M

Attn: Gwen Behrens
13201811