

FOR REGISTRATION
Sharon A. Davis
REGISTER OF DEEDS
Durham County, NC
2016 AUG 04 12:53:53
BK: 7991 PG: 753-756
ASSIGNMENT
FEE: \$26.00
INSTRUMENT # 2016026354

SMMARSH



2016026354

Prepared By and return after recording to:
Pepper Hamilton LLP
600 Fourteenth Street, NW
Washington, DC 20005
ATTN: Harry Liu, Esq.

**ASSIGNMENT OF SECURITY INSTRUMENT
(Bridges at Wind River Apartments)**

Dated August 3, 2016

By and between:

Berkeley Point Capital LLC, a Delaware limited liability company

and

Fannie Mae, a corporation organized and existing under the laws of the US

Prepared by and after recording
return to:

Pepper Hamilton LLP
600 Fourteenth Street, NW
Washington, DC 20005
Attention: Henry Liu, Esq.

**ASSIGNMENT OF
SECURITY INSTRUMENT**
(Bridges at Wind River Apartments)

KNOW ALL MEN BY THESE PRESENTS:

THAT BERKELEY POINT CAPITAL LLC, a Delaware limited liability company, whose address is One Beacon Street, 14th Floor, Boston, Massachusetts 02108 (“Lender”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns and delivers to FANNIE MAE, a corporation organized and existing under the laws of the United States, whose address is c/o Berkeley Point Capital LLC, One Beacon Street, 14th Floor, Boston, Massachusetts 02108, its successors, participants and assigns, all right, title and interest of Lender in and to the following:

A Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing among BRIER CREEK INVESTORS JV LLC, a Delaware limited liability company (the “Borrower”), Henry Liu, Esq., as Trustee, and Lender as Beneficiary, dated as of the 3rd day of August, 2016, and recorded concurrently herewith, securing the payment of a Multifamily Note, dated the 3rd day of August, 2016, in the original principal amount of \$35,175,000.00 made by the Borrower, payable to the order of Lender, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

This Assignment Agreement shall be governed in all respects by the laws of the state in which the aforementioned instrument was recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender has caused its name to be signed hereto by its authorized officer this 27th day of July, 2016, to be effective as of the 3rd day of August, 2016.

LENDER:

BERKELEY POINT CAPITAL LLC,
a Delaware limited liability company

By: Heidi Marrin (SEAL)
Heidi Marrin
Director

By: Deborah Demoney (SEAL)
Deborah Demoney
Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
County of Orange)

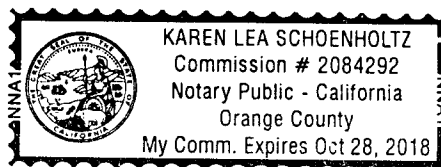
On July 27, 2016, before me, Karen Lea Schoenholtz a Notary Public, personally appeared Heidi Marrin and Deborah Demoney who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Karen Lea Schoenholtz
Signature of Notary

(Affix seal here)



**EXHIBIT A
LEGAL DESCRIPTION**

Lying and being situate in Durham County, North Carolina, and being more particularly described as follows:

Commencing at County Line Monument #8 (236), (Y)=790,870.67 E, (X)=2,057,151.95, C.F.=0.9999180. Station=440+98.11 (Plat Book 1989 Page 522) and proceeding thence S. 18°32'46" W. for a distance of 1569.95 feet to an existing iron rod in the southern right-of-way margin of TW Alexander Drive (AKA Southern Parkway) (a 120 foot public right-of-way) and the northwestern corner of the property of Brier Creek Associates, L.P. (now or formerly) as recorded in Deed Book 7742, Page 648, Durham County Registry, said point being the Point or Place of Beginning; thence with the western boundary of said Brier Creek Associates, L.P. property S. 18° 32' 46" W. 972.65 feet to an existing iron pipe located in the northern boundary of the property owned by Buelah S. and George J. Simko (now or formerly) as recorded in Deed Book 2121, Page 745, Durham County Registry; thence with the northern boundary of said Simko property the following three (3) courses and distances: (1) N. 89° 38' 27" W. 751.11 feet to an existing iron pipe; (2) N. 00° 42' 24" E. 221.23 feet to an existing iron rod; and (3) N. 88° 49' 25" W. 745.60 feet to an existing railroad spike in the centerline of Page Road (a public right-of-way of variable width); thence with the centerline of Page Road N. 10° 18' 54" E. 91.02 feet to an existing railroad spike; thence within the right-of-way of Page Road N. 79° 49' 58" E. 43.20 feet to an iron stake set in the eastern right-of-way margin of Page Road; thence with eastern right-of-way margin of Page Road the following two (2) courses and distances: (1) N. 10° 16' 24" E. 312.48 feet to a PK nail set; and (2) with the arc of a circular curve to the right having a radius of 1515.69 feet (chord bearing and distance of N. 14° 42' 20" E. 234.26 feet) for a distance of 234.49 feet to an existing iron pipe; thence with intersection of the eastern right-of-way margin of Page Road and southern right-of-way margin of TW Alexander Drive N. 50° 49' 19" E. 82.54 feet to an existing iron pipe in the southern right-of-way margin of TW Alexander Drive; thence with southern right-of-way margin of TW Alexander Drive the following two (2) courses and distances: (1) N. 89° 49' 12" E. 1361.89 feet to an iron stake set; and (2) along a arc of a circular curve to the right having a radius of 2804.79 feet (chord bearing and distance of S. 88° 06' 07" E. 203.40 feet) for a distance of 203.44 feet to the Point or Place of Beginning, containing 29.430 acres more or less