

20171207000437920  
12/07/2017 08:00:44 AM  
ASSIGN 1/10

PREPARED BY:  
Corevest American Finance Lender LLC  
c/o Michelle Aileen Fallis  
1920 Main St., Suite 850  
Irvine, CA 92614

UPON RECORDATION RETURN TO:  
OS National, LLC  
2170 Satellite Blvd., Suite 200  
Duluth, GA 30097  
(770) 497-9100

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

**COREVEST AMERICAN FINANCE LENDER LLC,**  
**a Delaware limited liability company,**

to

**CF COREVEST PURCHASER LLC,**  
**a Delaware limited liability company**

**Dated: As of July 31, 2017**

**State: Alabama**  
**County: Shelby**

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of July 31, 2017, is made by **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at c/o Fortress Investment Group, 1345 Avenue of the Americas, 46<sup>th</sup> Floor, New York, NY 10105 ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of July 31, 2017, executed by OMEGA RESIDENTIAL HOLDINGS V, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of TWO MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$2,238,000.00) (the "Note") in connection with certain real property and improvements located thereon and described on Schedule I hereto and situated in the County of Shelby, State of Alabama, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 31, 2017, executed by Borrower for the benefit of Assignor, as lender, and recorded on August 7, 2017 in the Real Property Records of Shelby County, Alabama, as I n s t r u m e n t N u m b e r 2 0 1 7 0 8 0 7 0 0 0 2 8 5 4 7 0 (the "Security Instrument"), in respect of the Premises.

2. Assumption. From and after the date hercof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

3. Governing Law. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Alabama, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Alabama, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

6. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

COREVEST AMERICAN FINANCE LENDER LLC,  
a Delaware limited liability company

By: 

Name: Elizabeth A. O'Brien

Title: CEO

Address:

1920 Main Street, Suite 850  
Irvine, CA 92614

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE 1189**

XX

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 the document.

STATE OF CALIFORNIA

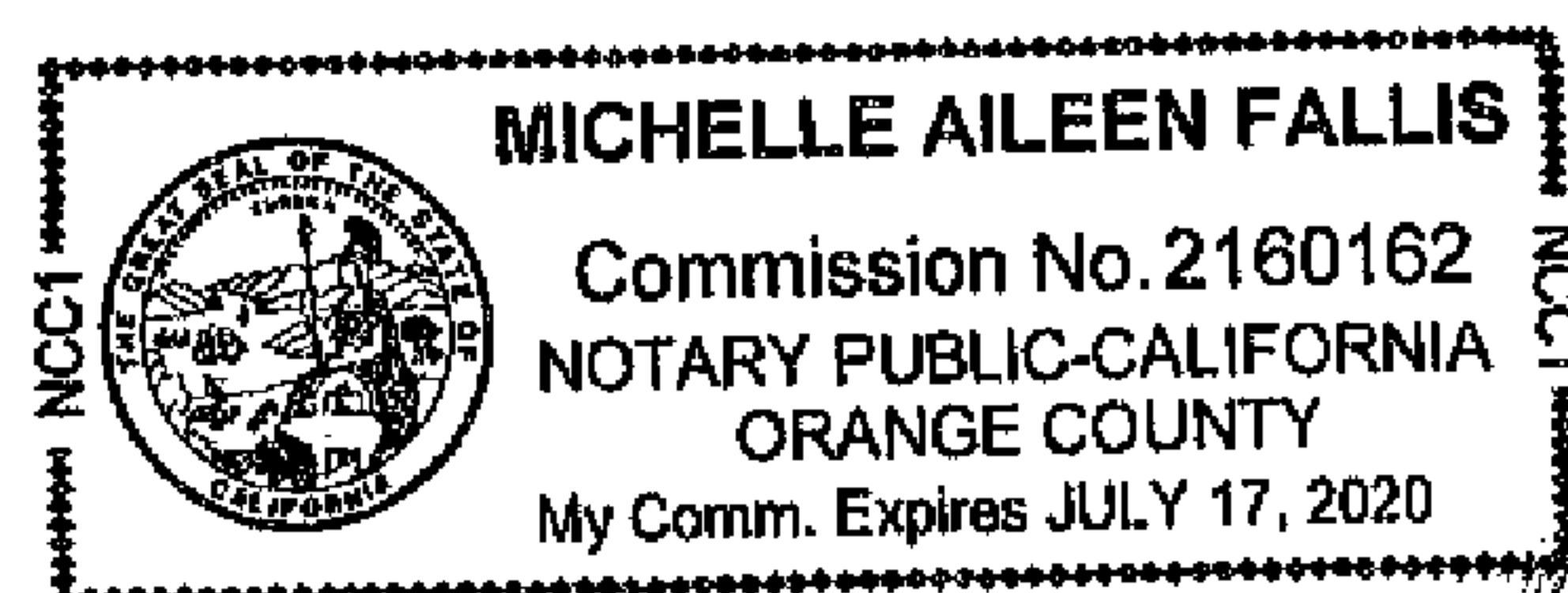
COUNTY OF ORANGE

On August 7, 2017 before me, Michelle Aileen Fallis, Notary Public, personally appeared Elizabeth A. O'Brien who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature Michelle Aileen Fallis (Seal)



**SCHEDULE I**

*(Attached)*

**SCHEDULE I**

<b>Address</b>	<b>City</b>	<b>State</b>	<b>County</b>	<b>Zip</b>
214 CHASE CREEK CIR	PELHAM	AL	SHELBY	35124
2028 10TH AVE	CALERA	AL	SHELBY	35040
2017 KENSINGTON CT	CALERA	AL	SHELBY	35040
137 TIMBERLEAF CIRCLE	ALABASTER	AL	SHELBY	35007
117 SHINE DR	PELHAM	AL	SHELBY	35124
104 PATRIOT POINT DR	MONTEVALLO	AL	SHELBY	35115

**EXHIBIT A**

(Premises Description)



SCHEDULE A

Address : 104 PATRIOT POINT DR, MONTEVALLO, SHELBY,AL 35115

Parcel Identification Number : 27 1 02 0 006 031.000

Client Code : 07486

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 31, ACCORDING TO THE FINAL PLAT PATRIOT POINT, AS RECORDED IN MAP 38,  
PAGE 93, IN THE OFFICE OF THE JUDGE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20170619000215140

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Address : 117 SHINE DR, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 02 1 000 018.009

Client Code : 07480

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 9, ACCORDING TO THE AMENDED FINAL PLAT, WYNFIELD PARC, PHASE ONE, AS  
RECORDED IN MAP BOOK 27, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160628000223260

\*\*\*

Address : 137 TIMBERLEAF CIRCLE, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 13 7 25 4 000 011.017

Client Code : 07477

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 15, ACCORDING TO THE SURVEY OF TIMBERLEAF TOWNHOMES, AS RECORDED IN  
MAP BOOK 21, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170619000215100

\*\*\*

Address : 2017 KENSINGTON CT, CALERA, SHELBY,AL 35040

Parcel Identification Number : 22 8 34 4 004 003.000

Client Code : 07472

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 28, ACCORDING TO THE SURVEY OF KENSINGTON PLACE, PHASE I, SECTOR I, AS  
RECORDED IN MAP BOOK 37, PAGE 147 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20170310000082690

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Address : 2028 10TH AVE, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 4 20 1 001 016.003

Client Code : 07470

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 3, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 1, AS RECORDED IN  
MAP BOOK 24, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY  
COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170621000221420

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
12/07/2017 08:00:44 AM  
\$42.00 CHERRY  
20171207000437920

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official stamp.

Address : 214 CHASE CREEK CIR, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 6 13 2 003 015.000

Client Code : 07466

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 58, ACCORDING TO THE SURVEY OF CHASE CREEK TOWNHOMES, PHASE I, AS  
RECORDED IN MAP BOOK 18, PAGE 73 IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA. SUBJECT TO ALL  
EASEMENTS, RESTRICTIONS, RESERVATIONS, PROVISIONS, COVENANTS, BUILDING  
SET-BACK LINES AND RIGHTS OF WAY OF RECORD.

SOURCE OF TITLE DEED INSTRUMENT: 20170511000165040

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