

20171229000463650  
12/29/2017 11:07:58 AM  
ASSIGN 1/7

PREPARED BY:  
Karen Wade, Esq.  
Alston & Bird LLP  
2828 N Harwood Street, Suite 1800  
Dallas, TX 75201

UPON RECORDATION RETURN TO:  
Attn: Kelly Grady  
OS National LLC  
2170 Satellite Blvd, Ste 200  
Duluth, GA 30097

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

**CAF TERM BORROWER MS, LLC,**  
a Delaware limited liability company,

to

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

**Dated: As of October 31st, 2017**

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

**ASSIGNMENT OF SECURITY INSTRUMENT**

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 31<sup>st</sup> day of October, 2017, is made by **CAF TERM BORROWER MS, 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 1920 Main Street, Suite 850, Irvine, CA 92614 ("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 CoreVest American Finance Lender LLC, a Delaware limited liability company ("CoreVest"), predecessor-in-interest to Assignor, in the stated principal amount of Two Million Two Hundred Thirty Eight Thousand Dollars and No Cents (\$2,238,000.00) (the "Note") in connection with certain real property and improvements located thereon 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 CoreVest American Finance Lender LLC, as lender, and recorded on August 7, 2017 in the Real Property Records of Shelby County, Alabama, as Document No. 20170807000285470, Book N/A, Page N/A (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

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:

**CAF TERM BORROWER MS, LLC,**  
A Delaware limited liability company

By:

  
\_\_\_\_\_  
J. Christopher Hoeffel  
Vice President

  
\_\_\_\_\_  
Witness #1  
Print Name: Leah Granovskaya

  
\_\_\_\_\_  
Witness #2  
Print Name: Samuel Harritv

Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

ACKNOWLEDGMENT

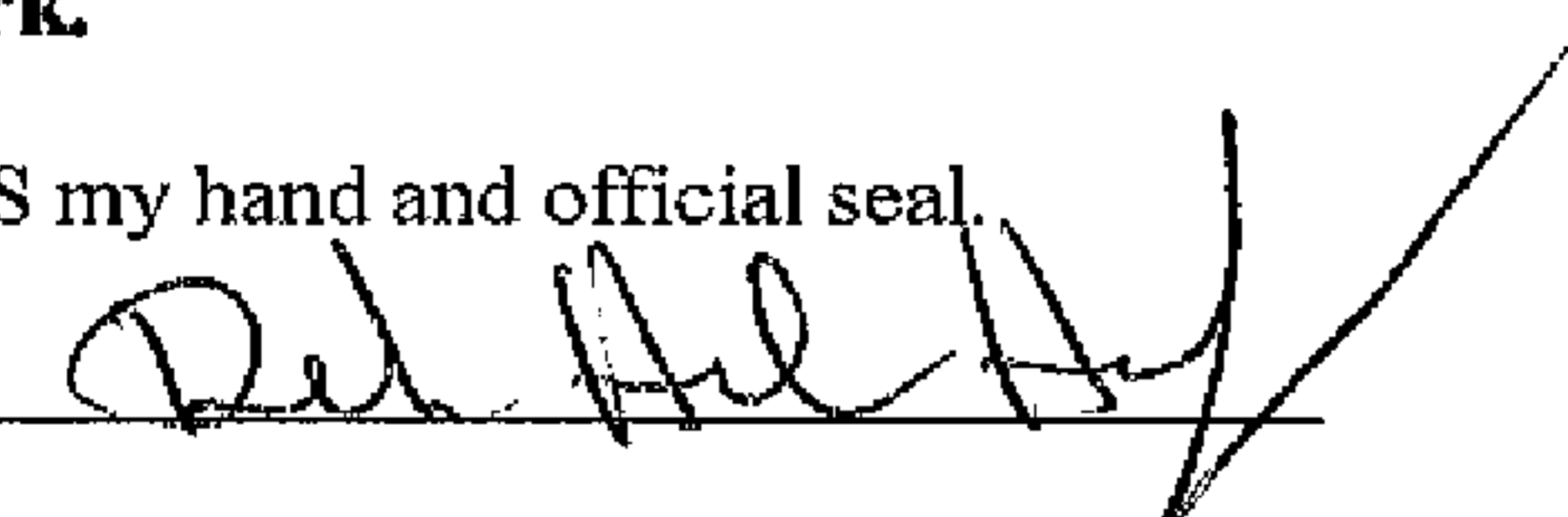
STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On November 3 2017, before me, Debra Helen Heitzler, a Notary Public personally appeared J. Christopher Hoeffel, as personally known to me (or proved to me 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, **and that such individual made such appearance before the undersigned in the City of New York, County of New York, State of New York.**

WITNESS my hand and official seal.

Signature



(Notary Seal)

DEBRA HELEN HEITZLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01HE6353855  
Qualified In New York County  
My Commission Expires 01-30-2021

Signature Page

Assignment of Security Instrument (BORROWER TO PURCHASER)

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

\*\*\*

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

\*\*\*

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

Parcel Identification Number : 13 6 13 2 003 015.000

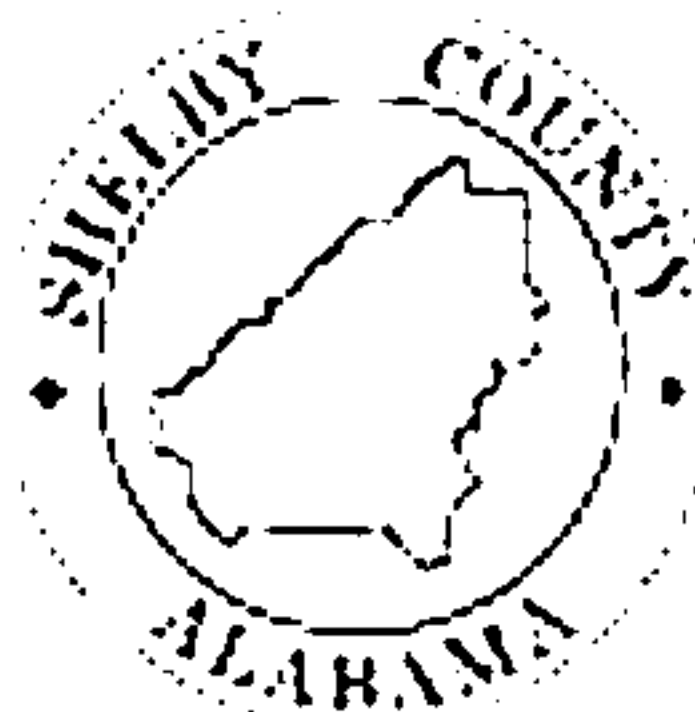
Client Code : 07466

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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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
12/29/2017 11:07:58 AM  
\$33.00 CHARITY  
20171229000463650

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the printed name and title of the County Clerk.