

20180328000102960
03/28/2018 02:10:03 PM
ASSIGN 1/11

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

CF COREVEST PURCHASER LLC,
a Delaware limited liability company,

to

CAF BORROWER GS LLC,
a Delaware limited liability company

Dated: As of January 19, 2018

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of January 19, 2018, is made by **CF COREVEST PURCHASER LLC**, a Delaware limited liability company, having an address at c/o Fortress Investment Group, 1345 Avenue of the Americas, 46th Floor, New York, NY 10105 ("Assignor"), in favor of **CAF BORROWER GS LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of January 19, 2018, executed by OMEGA RESIDENTIAL HOLDINGS VI, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of TWO MILLION THREE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$2,370,000.00) (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 January 19, 2018, executed by Borrower for the benefit of Assignor, as lender, and recorded on February 2, 2018 in the Real Property Records of Shelby County, Alabama, as Instrument Number 20180202000037310 (the "Security Instrument") and as assigned by that certain Assignment of Security Instrument from CoreVest American Finance Lender, LLC, as assignor, to Assignor, as assignee, in respect of the Premises.

2. Assumption. From and after the date hereof, 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]

20180328000102960 03/28/2018 02:10:03 PM ASSIGN 4/11
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument
as of the day and year first above written.

ASSIGNOR:

CF COREVEST PURCHASER LLC,
a Delaware limited liability company

By: 

Name: J. Christopher Hoeffel

Title: CFO


Address:

c/o Fortress Investment Group
1345 Avenue of the Americas, 46th Floor
New York, NY 10105

State of New York)

County of NewYork_____) ss.:

On the 24 day of January, in the year 2018, before me, the undersigned, personally appeared J. Christopher Hoeffel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

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

20180328000102960 03/28/2018 02:10:03 PM ASSIGN 6/11
SCHEDULE I

(Attached)

SCHEDULE I, Property List

20180328000102960 03/28/2018 02:10:03 PM ASSIGN 7/11
SCHEDULE 1

Property List

Address	City	State	County	Zip
8013 ROCKHAMPTON CIR	HELENA	AL	SHELBY	35080
413 MERIWEATHER DR	CALERA	AL	SHELBY	35040
301 ROCKY RIDGE CIR	HELENA	AL	SHELBY	35080
2056 CHANDALAR CT	PELHAM	AL	SHELBY	35124
2025 CHANDALAR CT	PELHAM	AL	SHELBY	35124
1608 KING CHARLES CT	ALABASTER	AL	SHELBY	35007
153 ASHFORD WAY	ALABASTER	AL	SHELBY	35007
145 MAYFAIR LN	CALERA	AL	SHELBY	35040
1020 GARNET DR	CALERA	AL	SHELBY	35040

20180328000102960 03/28/2018 02:10:03 PM ASSIGN 8/11
EXHIBIT A

(Premises Description)

EXHIBIT A, Premises Description

Address : 1020 GARNET DR, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 4 17 4 004 045.000

Client Code : 09969

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

LOT 73, ACCORDING TO THE SURVEY OF EMERALD RIDGE SECTOR III, AS RECORDED IN MAP BOOK 39, PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170908000327070

Address : 145 MAYFAIR LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 5 16 006 013.000

Client Code : 09963

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

LOT 205, ACCORDING TO THE AMENDED MAP OF FINAL PLAT CAMDEN COVE SECTOR 6, AS RECORDED IN MAP BOOK 30, PAGE 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170908000327050

Address : 153 ASHFORD WAY, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 23 2 10 1 004 051.000

Client Code : 09962

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

LOT 51, ACCORDING TO THE SURVEY OF CAMBRIDGE POINTE, 2ND SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20171005000364490

20180328000102960 03/28/2018 02:10:03 PM ASSIGN 10/11
Address : 1608 KING CHARLES CT, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 13 7 26 2 001 013.000

Client Code : 09960

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

LOT 61, ACCORDING TO THE SURVEY OF KINGWOOD, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170814000293650

Address : 2025 CHANDALAR CT, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 01 4 401 002.045

Client Code : 09958

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

LOT 45, ACCORDING TO THE SURVEY OF CHANDALAR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 24, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20170731000273040

Address : 2056 CHANDALAR CT, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 01 4 401 002.004

Client Code : 09957

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

LOT 4, ACCORDING TO THE SURVEY OF CHANDALAR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 24, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20170915000336480

Address : 301 ROCKY RIDGE CIR, HELENA, SHELBY,AL 35080

Parcel Identification Number : 13 8 28 1 004 080.000

Client Code : 09954

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

LOT 80, ACCORDING TO THE SURVEY OF ROCKY RIDGE TOWNHOMES, PHASE ONE, AS RECORDED IN MAP BOOK 22 PAGE 132 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20160317000085730

Address : 413 MERIWEATHER DR, CALERA, SHELBY,AL 35040

Parcel Identification Number : 28 4 20 1 001 016.009

Client Code : 09951

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 SURVEY OF MERIWEATHER, SECTOR 1, AS RECORDED IN MAP BOOK 24, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20171005000364450

Address : 8013 ROCKHAMPTON CIR, HELENA, SHELBY,AL 35080

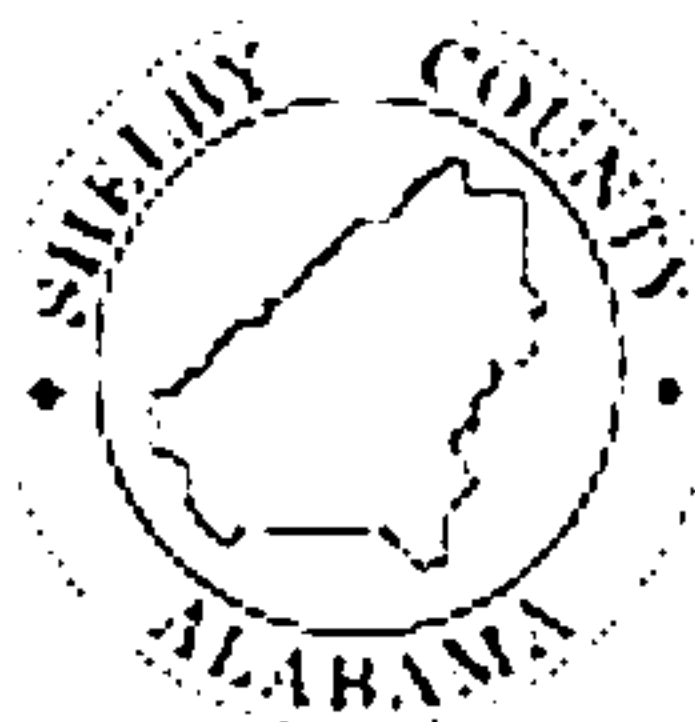
Parcel Identification Number : 13 5 22 3 003 030.000

Client Code : 09946

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

LOT 408, ACCORDING TO THE SURVEY OF WYNDHAM ROCKHAMPTON SECTOR, AS RECORDED IN MAP BOOK 23, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20171005000364500



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/28/2018 02:10:03 PM
\$45.00 CHERRY
20180328000102960

A handwritten signature in black ink, likely of the Probate Judge, James W. Fuhrmeister, is written over the official text.