20180718000254680 07/18/2018 08:46:05 AM ASSIGN 1/8

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

# COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2018-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of July 6, 2018

State: Alabama County: Shelby

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THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 6<sup>th</sup> day of July, 2018, is made by **COREVEST AMERICAN FINANCE DEPOSITOR LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2018-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").** 

# WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as January 19, 2018 executed by **Omega Residential Holdings VI, 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 Three Hundred Seventy Thousand Dollars and No Cents (\$2,370,000.00) (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, <u>inter alia</u>, 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. <u>Assignment</u>. 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 CoreVest American Finance Lender LLC, as lender, and recorded on February 2, 2018 in the Real Property Records of Shelby County, Alabama, as Document No. 20180202000037310, Book N/A, Page N/A (as the same may heretofore have

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been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

- 2. <u>Representations and Warranties of Assignor</u>. 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Headings</u>. 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. <u>Interpretation</u>. 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.

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

**ASSIGNOR:** 

COREVEST AMERICAN FINANCE
DEPOSITOR LLC, A Delaware limited liability company

By:

Elizabeth O'Brien Chief Executive Officer

Print Name:

Leah Granovskaya

Witness #2 Print Name:

Samuel Harrity

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#### ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

) ss.:

On June 2018, before me, Debra Helen Heitzler, a Notary Public personally appeared Elizabeth O'Brien, 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.

(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 (DEPOSITOR TO TRUST)

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#### EXHIBIT A

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

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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

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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

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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

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

Parcel Identification Number: 13 8 28 1 004 080.000

Client Code: 09954

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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

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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

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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

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/18/2018 08:46:05 AM
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