20190618000214570 06/18/2019 08:15:52 AM ASSIGN 1/7

## 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 TERM BORROWER MS, LLC, a Delaware limited liability company

Dated: As of April 18, 2019
State: Alabama
County: Shelby

#### ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of April 18, 2019, is made by CF COREVEST PURCHASER LLC, a Delaware limited liability company, having an address c/o Fortress Investment Group, 1345 Avenue of the Americas, 46th Floor, New York, NY 10105, Attention: General Counsel - Credit Funds ("Assignor"), in favor of CAF TERM BORROWER MS, LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614, Attention: Head of Term Lending ("Assignee").

#### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of April 18, 2019, executed by BOHEMIAN PROPERTY 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 TWENTY THOUSAND AND NO/100 DOLLARS (\$2,020,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Shelby, State of Alabama identified on Schedule I attached hereto and made a part hereof 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 instruments, 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 April 18, 2019, executed by Borrower for the benefit of Corevest American Finance Lender LLC, as lender, and recorded on May 3, 2019 in the Real Property Records of Shelby County, Alabama, as Document No. 20190503000148520 (the "Security Instrument"), and as assigned by that certain Assignment of Security Instrument from CoreVest, as assignor, to Assignor, as assignee in respect of the Premises.

#### 20190618000214570 06/18/2019 08:15:52 AM ASSIGN 3/7

- 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. <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.

[SIGNATURE PAGE FOLLOWS]

#### 20190618000214570 06/18/2019 08:15:52 AM ASSIGN 4/7

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

Name: J. Ryan McBride
Title: Authorized Signatory

#### 20190618000214570 06/18/2019 08:15:52 AM ASSIGN 5/7

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

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.

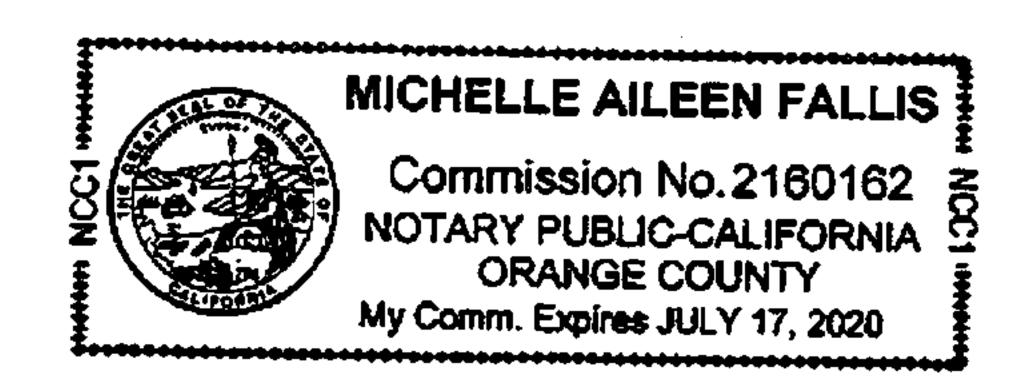
STATE OF CALIFORNIA

**COUNTY OF ORANGE** 

On April 24, 2019 before me, Michelle Aileen Fallis, Notary Public, personally appeared J. Ryan McBride 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 he executed the same in his authorized capacity, and that by his 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 Michiele alles Fell (Seal

#### 20190618000214570 06/18/2019 08:15:52 AM ASSIGN 6/7

### **SCHEDULE I**

#### **Properties**

PROPERTY ADDRESS	CITY	COUNTY	STATE	ZIP CODE
117 Savannah Lane	Calera	Shelby	AL	35040
121 Waterford Lake Drive	Calera	Shelby	AL	35040

#### **EXHIBIT A**

#### Premises Description

Lot 323, according to the Survey of Savannah Pointe, a residential subdivision, Sector IV, Phase I, as recorded in Map Book 26, Page 49, in the Office of the Judge of Probate of Shelby County, Alabama. (117 Savannah Lane, Calera, AL 35040 - Parcel #22-9-31-2-002-042.000)

Lot 840, according to the Survey of Waterford Townhomes, Sector 1, Phase 1, as recorded in Map Book 31, Page 137 in the Probate Office of Shelby County, Alabama. (121 Waterford Lake Drive, Calera, AL 35040 - Parcel # 22-7-35-3-002-005.000)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/18/2019 08:15:52 AM
\$33.00 CHERRY
20190618000214570

alli 5. Buyl