

20190719000257150  
07/19/2019 09:45:05 AM  
ASSIGN 1/8

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  
3097 Satellite Blvd., Building 700, 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 May 10, 2019

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

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of May 10, 2019, 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, Attention: Head of Term Lending ("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, 46th Floor, New York, NY 10105, Attention: General Counsel - Credit Funds ("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 May 10, 2019, executed by OMEGA RESIDENTIAL HOLDINGS IX, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of FOUR MILLION TWO HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$4,221,300.00) (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, 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 May 10, 2019, executed by Borrower for the benefit of Assignor, as lender, and recorded on May 31, 2019 in the Real Property Records of Shelby County, Alabama, as Document No. 20190531000187240 (the "Security Instrument"), 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]**

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: J. Christopher Hoeffel

Title: CFO

Address:

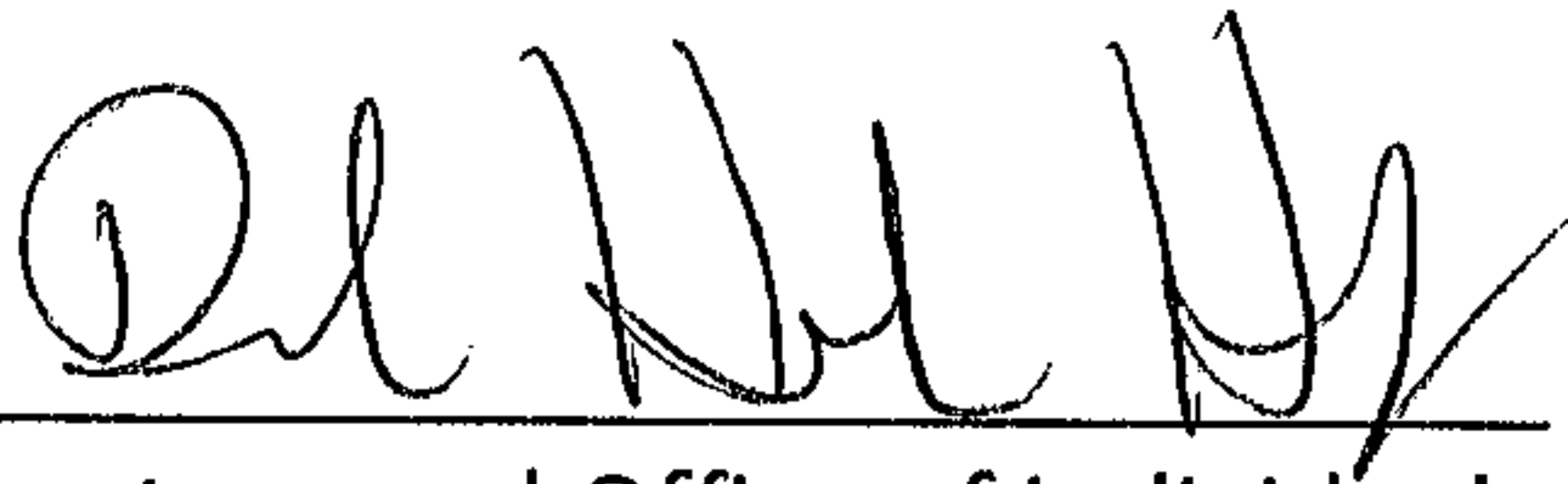
1920 Main Street, Suite 850  
Irvine, CA 92614  
Attention: Head of Term Lending



NEW YORK STATE ACKNOWLEDGEMENT

State of New York)  
County of New York ) ss.: ----

On the 14 day of May in the year 2019 before me, the undersigned, personally appeared J Christopher Hoeffel the CFO, CoreVest American Finance Lender, LLC personally, known to me or proved to me based on 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

**SCHEDULE I**

**Properties**

*(Attached)*

Address	City	State	County	Zip
2146 VILLAGE LN	CALERA	AL	SHELBY	35040-5618
41 DANA DR	MONTEVALLO	AL	SHELBY	35115-5001
118 CEDAR BEND DR	HELENA	AL	SHELBY	35080-3326
2154 VILLAGE LN	CALERA	AL	SHELBY	35040-5618

**EXHIBIT A**

**Premises Description**

*(Attached)*

Address : 118 CEDAR BEND DR, HELENA, SHELBY ,AL 35080-3326

Parcel Identification Number : 13 8 27 2 001 001.008

Client Code : 64298

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 6, BLOCK 1, ACCORDING TO THE SURVEY OF CEDAR BEND, PHASE I, AS RECORDED IN MAP BOOK 17, PAGE 139, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20181018000368290.

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Address : 2146 VILLAGE LN, CALERA, SHELBY,AL 35040-5618

Parcel Identification Number : 22 7 35 2 007 051.000

Client Code : 64304

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 285, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 5, PHASE 3, AS RECORDED IN MAP BOOK 37, PAGE 65, IN THE PROBATE OFFICE IF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20181214000438040

\*\*\*

Address : 2154 VILLAGE LN, CALERA, SHELBY ,AL 35040-5618

Parcel Identification Number : 22 7 35 1 004 022.000

Client Code : 64305

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 287 ACCORDING TO THE SURVEY OF WATERFORD VILLAGE SECTOR 5 PHASE 3 AS RECORDED IN MAP BOOK 37 PAGE 65 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SOURCE OF TITLE DEED INSTRUMENT: 20181219000444040

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Address : 41 DANA DR, MONTEVALLO, SHELBY COUNTY,AL 35115-5001

Parcel Identification Number : 27-4-17-0-000-016.016

Client Code : 64272

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY,  
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 24, ACCORDING TO THE  
MAP OF RIPPLE CREEK ESTATES, PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 39,  
IN THE PROBATE OFFICE OF SHELBY COUNTY.

SOURCE OF TITLE DEED INSTRUMENT: 20181018000368330.

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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/19/2019 09:45:05 AM  
\$36.00 CATHY  
20190719000257150

*Allen S. Bayl*