

20191127000441700
11/27/2019 11:00:24 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
3097 Satellite Blvd, Ste 400
Duluth, GA 30096

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 December 13, 2018

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 13th day of December, 2018, 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 13, 2018 executed by **Omega Residential Holdings VII, 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 One Million Nine Hundred Sixteen Thousand Five Hundred Dollars and No Cents (\$1,916,500.00) (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 13, 2018, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on July 30, 2018 in the Real Property Records of Shelby County, Alabama, as Document No. 20180730000239380, 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. *Re-Recorded on 10/28/2019 as Document # 20191028000394210

Loan # 25084

Assignment of Security Instrument (TERM BORROWER TO PURCHASER) – Page 1
Shelby / Alabama
#35666147

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.


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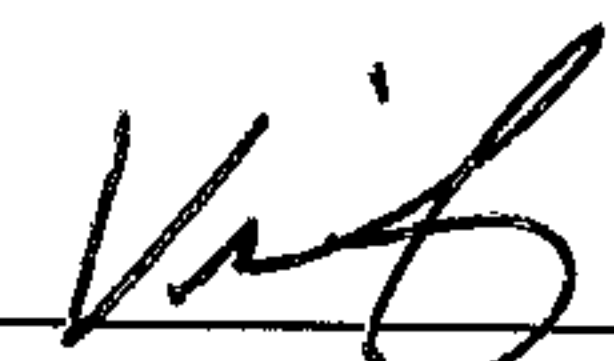
IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

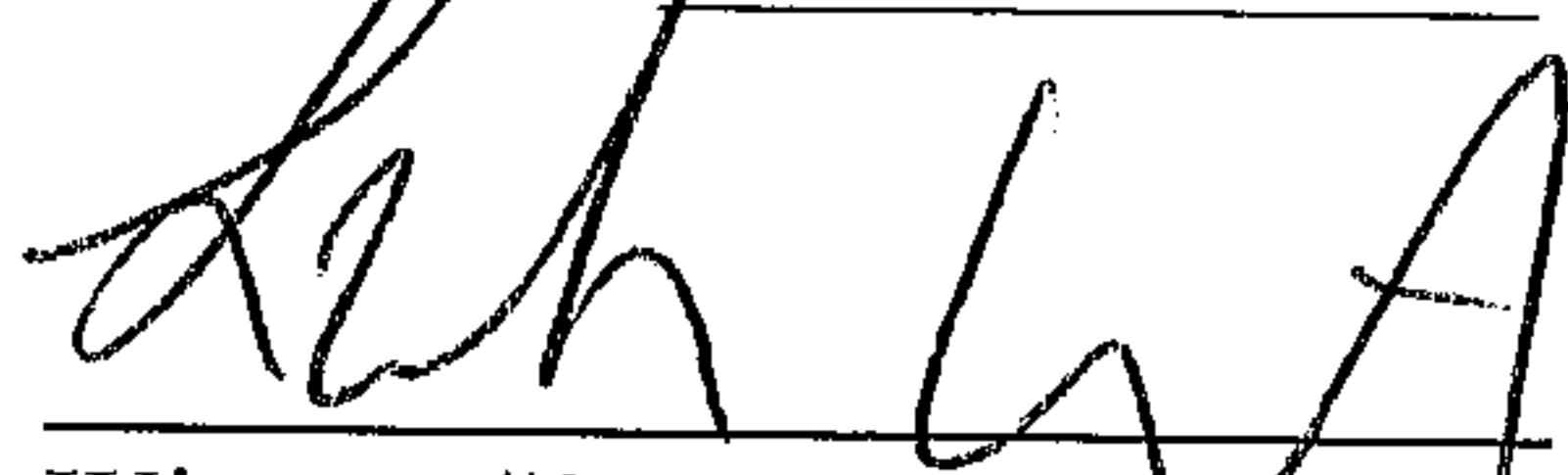
ASSIGNOR:

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

By:


Elizabeth O'Brien
Chief Executive Officer


Witness #1
Print Name: Victor Zhang


Witness #2 Leah Granovskaya
Print Name: _____

Signature Page

Assignment of Security Instrument (BORROWER MS TO PURCHASER)

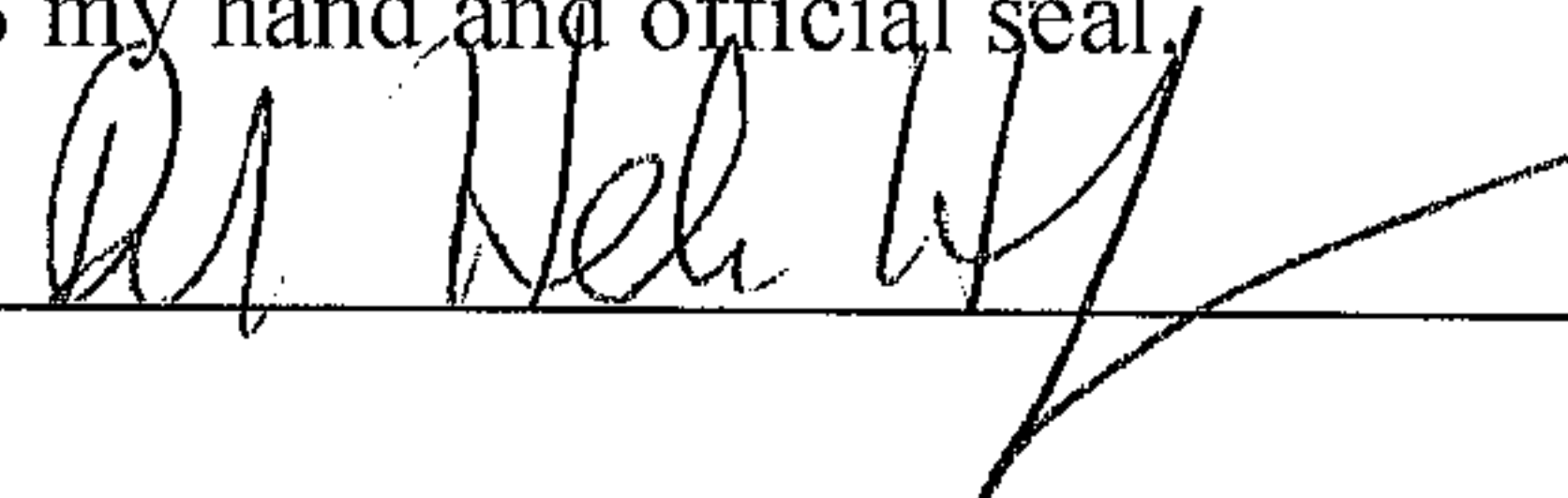
ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

On December 18 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.

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 MS TO PURCHASER)

EXHIBIT A

Legal Description

Address : 108 SOMMERSBY CIRCLE, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 1 02 4 002 060.000

Client Code : 61190

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 52, ACCORDING TO THE SURVEY OF SOMMERSBY TOWNHOMES, AS RECORDED IN MAP BOOK 20, PAGE 112. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20180613000208730.

Address : 117 KING JAMES CT, ALABASTER, SHELBY,AL 35007

Parcel Identification Number : 13 7 26 1 002 032.000

Client Code : 61191

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND ISDESCRIBED AS FOLLOWS: LOT 32, ACCORDING TO THE SURVEY OF SPRING GATE, SECTOR ONE, PHASE TWO, AS RECORDED IN MAP BOOK 18, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20180419000131000.

Address : 118 CANYON TRL, PELHAM, SHELBY,AL 35124

Parcel Identification Number : 13 6 13 2 004 010.000

Client Code : 61192

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 10, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Exhibit A

SOURCE OF TITLE DEED INSTRUMENT: 20180207000040750.

Address : 154 CHARLTON LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 22 9 31 1 004 008,000

Client Code : 61195

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 74, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR II, PHASE III, AS RECORDED IN MAP BOOK 29, PAGE 13, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20180110000010970

Address : 203 SARATOGA LN, CALERA, SHELBY,AL 35040

Parcel Identification Number : 35 1 11 0 003 019,000

Client Code : 61198

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 32, ACCORDING TO THE SURVEY OF COTTAGE OF SARATOGA AS RECORDED IN MAP BOOK 31, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE DEED INSTRUMENT: 20171030000391260.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/27/2019 11:00:24 AM
\$41.00 CHARITY
20191127000441700

Allen S. Bayl