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ASSIGN 1/9

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 400
Duluth, GA 30097
(770) 497-9100

ASSIGNMENT OF MORTGAGE

by

COREVEST AMERICAN FINANCE LENDER LLC,
a Delaware limited liability company

to

CF COREVEST PURCHASER LLC,
a Delaware limited liability company

Dated: As of October 25, 2019

State: Alabama
County: Shelby

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (this "Assignment"), made and entered into as of October 25, 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 October 25, 2019, executed by OMEGA RESIDENTIAL HOLDINGS X, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of FOUR MILLION NINE HUNDRED FIFTY NINE THOUSAND AND NO/100 DOLLARS (\$4,959,000.00) (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, 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 October 25, 2019, executed by Borrower for the benefit of Assignor, as lender, and recorded on November 04, 2019 in the Real Property Records of Shelby County, Alabama, as Instrument Number 20191104000408020 (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: Paul Basmajian

Title: Authorized Signatory

STATE OF UTAH)
COUNTY OF SALT LAKE)

On October 24, 2019, before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, 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 entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Chris Miller

(Seal)

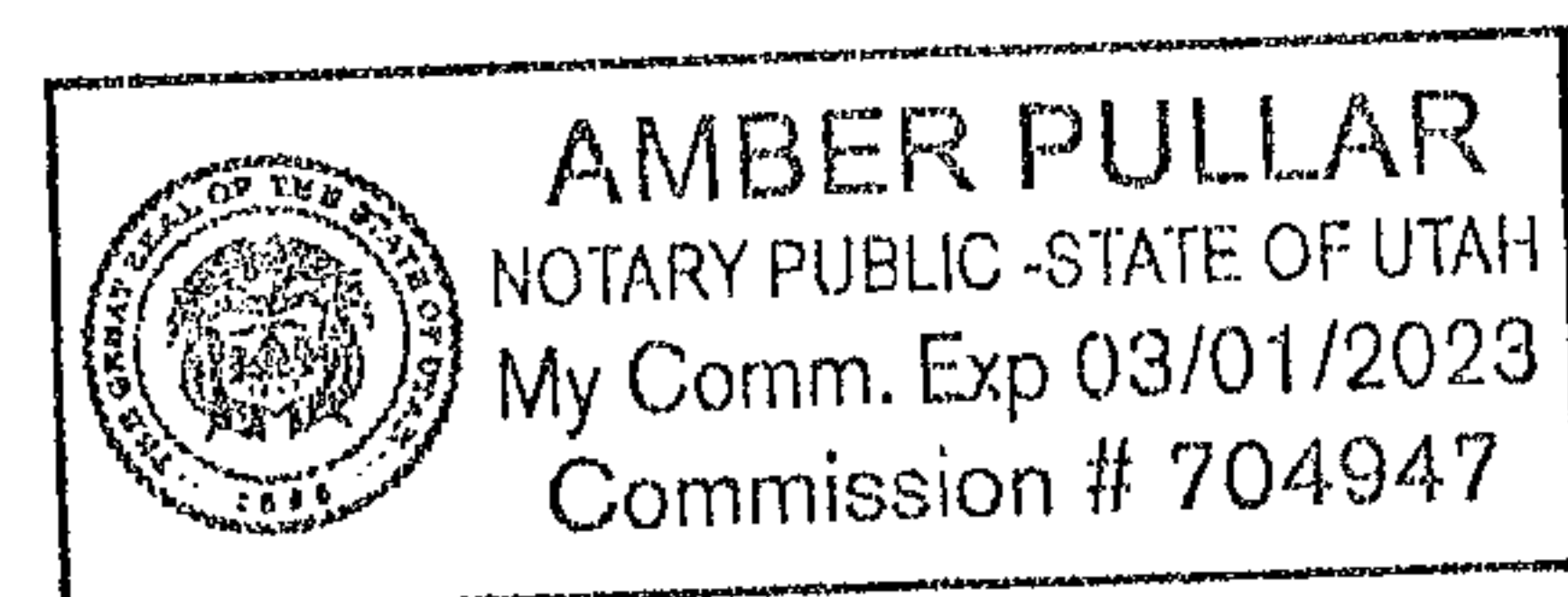


EXHIBIT A

Premises Description

(Attached)

Address: 100 Patriot Point Dr, Montevallo, AL 35115
County: Shelby
Parcel Identification Number: 27 1 02 0 006 032.000
Client Code: OMEGAX-01

LOT 32, ACCORDING TO PATRIOT POINT, AS RECORDED IN MAP BOOK 38,
PAGE 93, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190610000203250
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 101 Frances Ln, Helena, AL 35080
County: Shelby
Parcel Identification Number: 13 8 27 1 006 015.000
Client Code: OMEGAX-02

LOT 15, ACCORDING TO A RESURVEY OF VILLAGE PARRISH, AS RECORDED
IN MAP BOOK 24, PAGE 75, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190529000184320
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1024 Garnet Dr, Calera, AL 35040
County: Shelby
Parcel Identification Number: 28 4 174 004 004.00
Client Code: OMEGAX-03

LOT 72, 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.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190605000192950
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1065 Village Trl, Calera, AL 35040
County: Shelby
Parcel Identification Number: 22 7 352 002 028.000
Client Code: OMEGAX-04

LOT 357, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 1, AS RECORDED IN MAP BOOK 27, PAGE 100, IN THE OFFICE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190605000192960 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 145 Flagstone Ln, Calera, AL 35040
County: Shelby
Parcel Identification Number: 28 5 162 004 022.000
Client Code: OMEGAX-10

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 150, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 3, AS RECORDED IN MAP BOOK 28, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Source of Title Deed Instrument: 20190821000307010.

Address: 1476 Highview Dr, Calera, AL 35040
County: Shelby
Parcel Identification Number: 22 8 27 4 002 007.000
Client Code: OMEGAX-11

LOT 1009, ACCORDING TO FINAL PLAT OF WATERFORD HIGHLANDS, SECTOR 4, PHASE 2, AS RECORDED IN MAP BOOK 36, PAGE 15A AND 15B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: FORECLOSURE DEED INSTRUMENT # 20180808000282260 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 209 Forest Village Ln, Alabaster, AL 35007
County: Shelby
Parcel Identification Number: 23 7 260 010 013.000
Client Code: OMEGAX-15

LOT 13, ACCORDING TO THE FINAL PLAT OF PARK FOREST VILLAGE
TOWNHOMES, AS RECORDED IN MAP BOOK 31, PAGE 51, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA,

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190311000077170
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 2170 Village Ln, Calera, AL 35040
County: Shelby
Parcel Identification Number: 22 7 35 1 004 026.000
Client Code: OMEGAX-19

LOT 288D, 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.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190717000253960
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 2239 Village Ln, Calera, AL 35040
County: Shelby
Parcel Identification Number: 22 7 351 004 002.000
Client Code: OMEGAX-20

LOT 205 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.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190610000203440
OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 237 Saratoga Ln, Calera, AL 35040
County: Shelby
Parcel Identification Number: 35 1 110 003 012.000
Client Code: OMEGAX-21

LOT 25, ACCORDING TO THE SURVEY OF A FINAL PLAT OF THE COTTAGES OF SARATOGA, PHASE 1, AS RECORDED IN MAP BOOK 31, PAGE 114, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190604000192620 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 407 Cambrian Ridge Trl, Pelham, AL 35124
County: Shelby
Parcel Identification Number: 136131002081.000
Client Code: OMEGAX-39

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 81, ACCORDING TO THE SURVEY OF CAMBRIAN RIDGE, PHASE 3, AS RECORDED IN MAP BOOK 21, PAGE 147 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190604000192610 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 5017 Kensington Pl, Calera, AL 35040
County: Shelby
Parcel Identification Number: 228341010025.000
Client Code: OMEGAX-41

LOT 107, ACCORDING TO THE SURVEY OF KENSINGTON PLACE PHASE 1, SECTOR 2, AS RECORDED IN MAP BOOK 40, PAGE 75, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: OTHER INSTRUMENT # 20190220000054240 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/17/2020 03:34:35 PM
\$46.00 CHERRY
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Allen S. Bayl