

PREPARED BY:

CoreVest American Finance Lender LLC
c/o Jeremy Chiang
1920 Main St., Suite 850
Irvine, CA 92614

UPON RECORDATION RETURN TO:

OS National, LLC
3097 Satellite Blvd., Suite 400
Duluth, GA 30096
(770) 497-9100

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST PURCHASER 2, LLC,

a Delaware limited liability company

to

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

Dated: As of May 28, 2020

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this "Assignment"), dated as of May 28, 2020, is made and entered into by **COREVEST PURCHASER 2, LLC**, a Delaware limited liability company ("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 May 28, 2020, executed by **OMEGA RESIDENTIAL HOLDINGS XI 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 Three Million Seven Hundred Sixty-Seven Thousand Four Hundred and No/100ths Dollars (\$3,767,400.00) (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, attached 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 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 May 28, 2020, executed by Borrower for the benefit of CoreVest, as lender, and recorded on June 3, 2020 in the Real Property Records of Shelby County, Alabama, Instrument No. 20200603000224180, as assigned by that certain Assignment of Security Instrument from CoreVest, as assignor, to Assignor, as assignee (as so assigned, 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 PURCHASER 2, LLC,
a Delaware limited liability company

By: 

Name: Michael Minck

Title: Authorized Signatory

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

Attention: Head of Term Lending

ACKNOWLEDGMENT

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 that document.

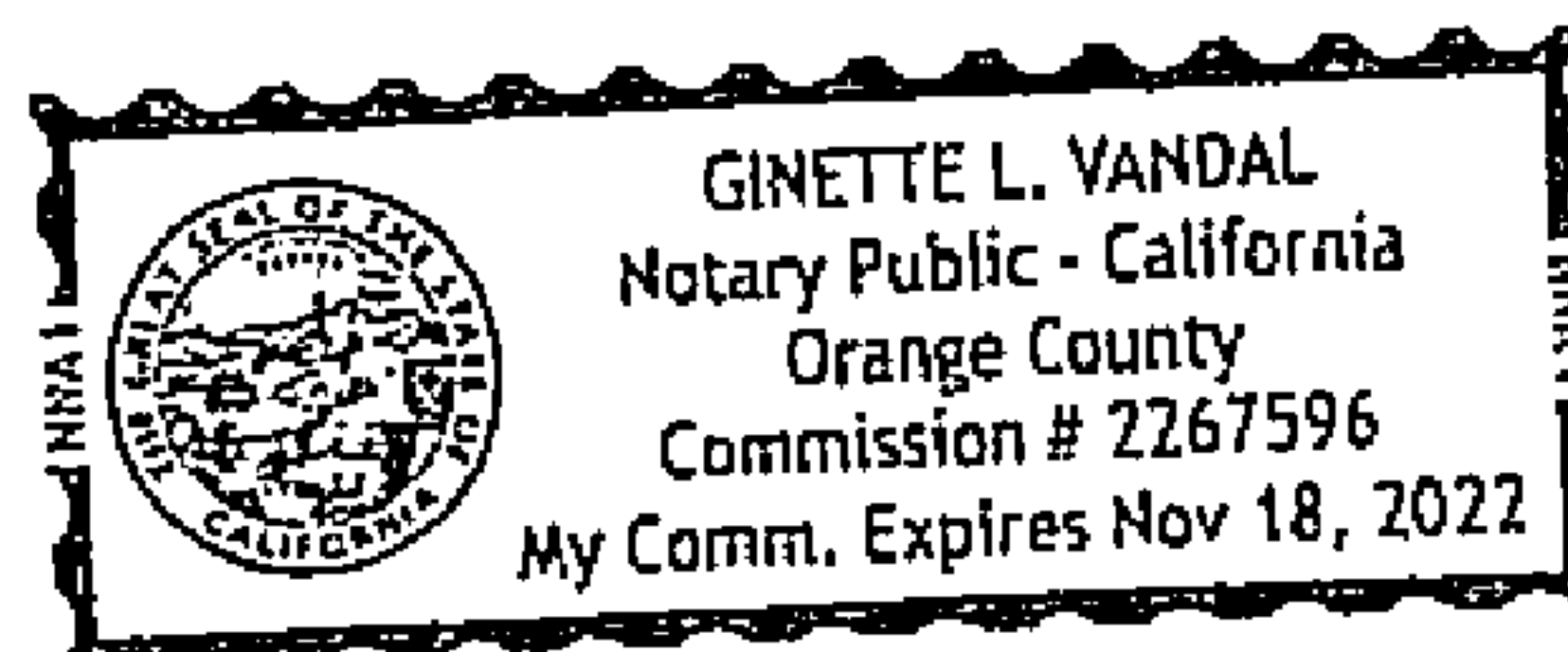
State of California
County of Orange

On May 28, 2020 before me, Ginette L. Vandal, Public Notary
(insert name and title of the officer)

personally appeared Michael Minck
who proved to me on 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.

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 Ginette L. Vandal (Seal)

SCHEDULE I

Property List

Address	City	State	County	Zip
112 Hayesbury Ln.	Pelham	AL	Shelby	35124-2720
116 Saint Charles Dr.	Helena	AL	Shelby	35080-7008
172 Camden Cove Pkwy.	Calera	AL	Shelby	35040-5543
1925 Gallant Fox Dr	Helena	AL	Shelby	35080-3920
200 The Heights Dr.	Calera	AL	Shelby	35040-7671
40 Williams Dr	Alabaster	AL	Shelby	35007-8917

EXHIBIT A

Legal Description

Address: 112 Hayesbury Ln., Pelham, AL 35124-2720

County: Shelby

Parcel Identification Number: 11 7 36 3 000 026.133

Client Code: OMEGA-XI-31

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 64, ACCORDING TO THE SURVEY OF FINAL PLAT OF HAYESBURY PHASE 2, AS RECORDED IN MAP BOOK 30, PAGE 104, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191119000430870 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 116 Saint Charles Dr., Helena, AL 35080-7008

County: Shelby

Parcel Identification Number: 13 5 21 2 000 005.071

Client Code: OMEGA-XI-32

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 23 ACCORDING TO THE SURVEY OF MAGNOLIA PARK ST CHARLES PLACE PHASE THREE SECTOR ONE AS RECORDED IN MAP BOOK 21 PAGE 4 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190910000331870 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 172 Camden Cove Pkwy., Calera, AL 35040-5543

County: Shelby

Parcel Identification Number: 28 5 16 2 003 033.000

Client Code: OMEGA-XI-33

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 133, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR II, AS RECORDED IN MAP BOOK 27, AT PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191125000437980 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1925 Gallant Fox Dr, Helena, AL 35080-3920

County: Shelby

Parcel Identification Number: 13 5 22 4 001 001.049

Client Code: OMEGA-XI-34

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 78, ACCORDING TO THE AMENDED MAP OF DEARING DOWNS, NINTH ADDITION, PHASE II,

RECORDED IN MAP BOOK 15, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190723000260820 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 200 The Heights Dr., Calera, AL 35040-7671

County: Shelby

Parcel Identification Number: 22 9 32 3 002 027.000

Client Code: OMEGA-XI-35

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 57, ACCORDING TO THE SURVEY OF TOWN SIDE SQUARE, SECTOR ONE, AS RECORDED IN MAP BOOK 38, AT PAGE 120, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191008000369570 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 40 Williams Dr, Alabaster, AL 35007-8917

County: Shelby

Parcel Identification Number: 23 6 14 2 004 011.000

Client Code: OMEGA-XI-36

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CLAIR, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 40, ACCORDING TO THE SURVEY OF SCOTTSDALE, AS RECORDED IN MAP BOOK 6, PAGE 101, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190717000253970 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/18/2020 08:22:42 AM
\$43.00 CHERRY
20200818000355990

Allen S. Boyd