

20201022000479970
10/22/2020 08:16:08 AM
ASSIGN 1/8

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 AMERICAN FINANCE LENDER LLC,
a Delaware limited liability company

to

COREVEST PURCHASER 2, LLC,
a Delaware limited liability company

Dated: As of September 22, 2020

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this "Assignment"), dated as of September 22, 2020, is made and entered into 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 **COREVEST PURCHASER 2, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of September 22, 2020, executed by **OMEGA RESIDENTIAL HOLDINGS XII, 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 Fifty-Two Thousand Five Hundred and No/100ths Dollars (\$4,252,500.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Shelby, State of Alabama, identified on Schedule 1 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 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 September 22, 2020, executed by Borrower for the benefit of Assignor, as lender, and recorded on October 1, 2020 in the Real Property Records of Shelby County, Alabama, as Inst # 20201001000445080 (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: Sokun Soun

Title: Authorized Signatory

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

Attention: Head of Term Lending

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 that document.

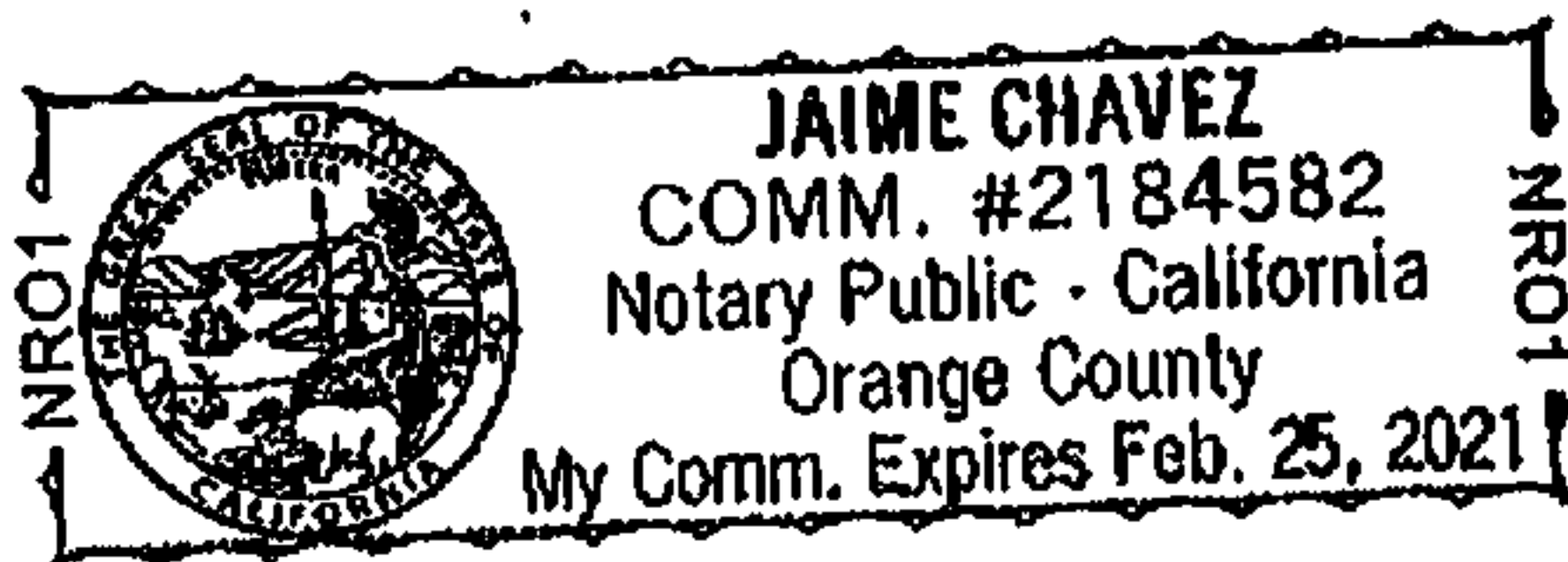
State of California)

County of Orange)On 9-23-20 before me, Jaime Chavez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Sokun Soun
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

SCHEDULE 1

Property List

Address	City	State	County	Zip
130 Spring St.	Calera	AL	Shelby	35040-4971
215 Moss Stone Ln.	Calera	AL	Shelby	35040-7666
435 Selma Rd	Montevallo	AL	Shelby	35115-4139
686 Old Cahaba Dr	Helena	AL	Shelby	35080-7051

EXHIBIT A

Premises Description

Address: 130 Spring St., Calera, AL 35040-4971

County: Shelby

Parcel Identification Number: 22 8 33 0 002 120.000

Client Code: OMEGA-XII-35

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 115, ACCORDING TO THE SURVEY OF SUMMERCHASE, PHASE 4, AS RECORDED IN MAP BOOK 26, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191227000479020 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 215 Moss Stone Ln., Calera, AL 35040-7666

County: Shelby

Parcel Identification Number: 28 3 06 0 005 041.000

Client Code: OMEGA-XII-36

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 192, ACCORDING TO THE FINAL PLAT OF STONECREEK PHASE 4, AS RECORDED IN MAP BOOK 37, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20200319000109000 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 435 Selma Rd, Montevallo, AL 35115-4139

County: Shelby

Parcel Identification Number: 36 2 04 1 001 012.003

Client Code: OMEGA-XII-37

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 12 EAST, IN THE CITY OF MONTEVALLO, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY; THENCE SOUTHERLY ALONG THE EXTENSION OF THE WEST LINE OF SAID SECTION 28, 44.04 FEET; THENCE 85 DEGREES 41 MINUTES 34 SECONDS LEFT 330.07 FEET TO THE WESTERLY RIGHT OF WAY OF ALABAMA HIGHWAY NO. 119, ALSO KNOWN AS SELMA STREET IN THE CITY OF MONTEVALLO, ALABAMA; THENCE 85 DEGREES 37 MINUTES 11 SECONDS RIGHT 99.61 FEET ALONG AND WITH SAID WESTERLY RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST STATED COURSE AND SAID WESTERLY RIGHT OF WAY 99.60 FEET; THENCE 95 DEGREES 36 MINUTES 11 SECONDS RIGHT AND LEAVING SAID WESTERLY RIGHT OF WAY 150.72 FEET; THENCE 84 DEGREES 23 MINUTES 49 SECONDS RIGHT 97.99 FEET; THENCE 94 DEGREES 59 MINUTES 36 SECONDS RIGHT 150.57 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.34 ACRES, MORE OR LESS. SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190604000192570 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 686 Old Cahaba Dr, Helena, AL 35080-7051

County: Shelby

Parcel Identification Number: 13 4 20 2 002 043.000

Client Code: OMEGA-XII-38

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

LOT 221, ACCORDING TO THE AMENDED MAP OF OLD CAHABA, WILLOW RUN SECTOR, AS RECORDED IN MAP BOOK 25 PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20200102000001830 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/22/2020 08:16:08 AM
\$43.00 CHERRY
20201022000479970

Exhibit A

Dee S. Bayl

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(Shelby County, Alabama)