PREPARED BY:

Dechert LLP Cira Centre 2929 Arch Street Philadelphia, PA 19104 Attn: Richard D. Jones, Esq.

20210330000156920 03/30/2021 02:23:57 PM CRASSIGN 1/8

AFTER RECORDING RETURN TO:

OS National LLC 3097 Satellite Blvd. Bldg. 700, Ste. 400 Duluth, GA 30096

Attn.: Institutional Transactions Department

Cross Reference Instrument No: 20201202000549440

# CORRECTION ASSIGNMENT OF MORTGAGE

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# \*\* THIS ASSIGNMENT IS GIVEN FOR THE PURPOSE OF CORRECTING A PRIOR ASSIGNMENT RECORDED IN THE OFFICIAL RECORDS OF SHELBY COUNTY AS INSTRUMENT NO. 20201203000552500 \*\*

# CORRECTION ASSIGNMENT OF MORTGAGE

by

# MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, as Assignor,

of that Mortgage given by FKH SFR Propco B-HLD, LP, as Grantor,

to

U.S. BANK NATIONAL ASSOCIATION, as Trustee, in trust for the registered holders of the FirstKey Homes 2020-SFR2 Single-Family Rental Pass-Through Certificates, as Assignee

Shelby County, Alabama

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#### CORRECTION ASSIGNMENT OF MORTGAGE

THIS CORRECTION ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of March 29, 2021, is made by **MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC**, a New York limited liability company, having an address at 1585 Broadway, 24<sup>th</sup> Floor, New York, New York 10036 ("<u>Assignor</u>") to **U.S. BANK NATIONAL ASSOCIATION**, as Trustee, in trust for the registered holders of the FirstKey Homes 2020-SFR2 Single-Family Rental Pass-Through Certificates, having its principal corporate trust offices at 60 Livingston Avenue, Mail Code EP-MN-WS3D, St. Paul, Minnesota 55107 ("<u>Assignee</u>").

WHEREAS, by that certain Assignment of Mortgage dated as of October 20, 2020 and recorded in the Official Records of Shelby County, on December 3, 2020 at Instrument No. 20201203000552500 (the "Original Assignment"), Assignor attempted to assign to Assignee that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 20, 2020, executed by FKH SFR Propco B-HLD, LP, a Delaware limited partnership, as grantor, as recorded as Instrument No. 20201202000549440 (the "Security Instrument") but, when identifying the Security Instrument in the Original Assignment, erroneously identified it as being recorded as Instrument No. 20201202000549400; and

WHEREAS, that certain Promissory Note, dated as of October 20, 2020 was correctly assigned by Assignor to Assignee pursuant to that certain Allonge to Promissory Note dated as of October 20, 2020; and

WHEREAS, the Original Assignment contains a scrivener's error identifying the Security Instrument assigned pursuant to this Assignment as being recorded as Instrument No. 20201202000549400 rather than Instrument No. 20201202000549440; and

WHEREAS, the Security Instrument assigned pursuant to this Assignment is recorded as Instrument No. 20201202000549440; and

WHEREAS, it was the intent of the Assignor to assign the Security Instrument to Assignee; and

WHEREAS, Assignor hereby wishes to correct the scrivener's error in the Original Assignment to correctly identify the Instrument Number of the Security Instrument identified therein and assigned thereby, effective as of October 20, 2020.

KNOW THAT Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns unto Assignee, without recourse or warranty, express or implied, all of Assignor's right, title and interest in, to, and under the Security Instrument, affecting the real property identified on <a href="Schedule 1">Schedule 1</a> attached hereto and more particularly described in the Security Instrument, together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the

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cost and expense of Assignee, together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

TO HAVE AND TO HOLD the same unto Assignee and Assignee's successors, legal representatives, and assigns, forever.

For the avoidance of doubt, Assignor hereby bargains, sells, remises, releases, and forever quitclaims unto Assignee all right, title, interests, claims or demands which Assignor has, or may have had, in and to the Security Instrument.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the undersigned, by its officer or other authorized signatory duly elected or appointed, and pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

#### **ASSIGNOR:**

MORGAN STANLEY MORTGAGE
CAPITAL HOLDINGS LLC, a New York
limited liability company

Name: Chinstopher Scott Title: Authorized Signatory

#### ACKNOWLEDGMENT

STATE OF NEW YORK )		
)	SS.:	
COUNTY OF NEW YORK )		
hereby certify that (\(\forall \) \(\forall	分(0寸寸 , whose name as Audings LLC, a New York limite to is known to me, acknowledged	I for said County in said State uthorized Signatory of Morgan d liability company, is signed to before me on this day that, being hom red Signature and with full d limited liability company.
	· · · · · · · · · · · · · · · · · · ·	
Given under my hand an	d seal, this 25 day of March	1, 2021.
	<u>Karilahinte</u> NOTARY PUBLIC	<u>^</u>
[NOTARY SEAL]	My Commission Expires:	10.30.2021

Rosalle J. Nester
Notary Public, State of New York
No. 01NE636636B
Qualified in New York County
Commission Expires 10/30/2021

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## SCHEDULE 1

Property List

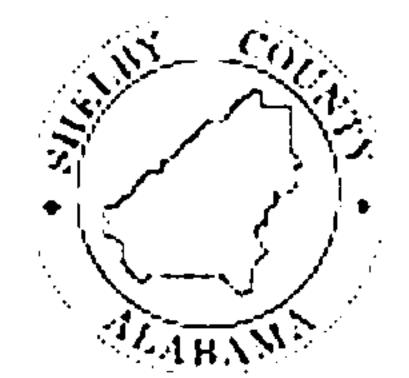
(Attached hereto)

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Count File Number	Address	City	State	7in	County
	104 ROSEGATE DR	CALERA	AL	<del>-</del>	SHELBY
	104 SUMMERCHASE	CALERA	AL		SHELBY
	108 ROSEGATE DR	CALERA	AL		SHELBY
	112 ROSEGATE DR	CALERA	AL		SHELBY
	120 ROSEGATE DR	CALERA	AL		SHELBY
	124 ROSEGATE DR	CALERA	AL	<u> </u>	SHELBY
	125 STONEBRIAR DR	CALERA	AL		SHELBY
	128 CHELSEA STATION DR	CHELSEA	AL		SHELBY
	129 ROSEGATE DR	CALERA	AL		SHELBY
	134 ROSEGATE DR	CALERA	AL		SHELBY
11 01387601-FK1	138 VILLAGE DR	CALERA	AL	35040	SHELBY
12 01417601-FK1	141 ROSEGATE DR	CALERA	AL	35040	SHELBY
13 01457601-FK1	145 ROSEGATE DR	CALERA	AL	35040	SHELBY
14 01467602-FK1	146 HICKORY POINT DR	HELENA	AL	35080	SHELBY
15 01497601-FK1		CALERA	AL		SHELBY
16 01517601-FK1	151 ROSEGATE DR	CALERA	AL	35040	SHELBY
17 01527601-FK1	152 LAUREL WOODS DR	HELENA	AL	35080	SHELBY
18 01577601-FK1	157 ASHBY ST	CALERA	AL	35040	SHELBY
19 01627601-FK1	162 CEDAR BEND DR	HELENA	AL	35080	SHELBY
20 01657601-FK1	165 BONNIEVILLE DR	CALERA	AL	35040	SHELBY
21 01667602-FK1	166 OAKWELL ST	CALERA	AL	35040	SHELBY
22 01667601-FK1	166 ROSEGATE DR	CALERA	AL	35040	SHELBY
23 01717601-FK1	171 ROSEGATE DR	CALERA	AL	35040	SHELBY
24 01737601-FK1	173 WATERFORD HIGHLANDS TRL	CALERA	AL	35040	SHELBY
25 01817601-FK1	181 ASHBY ST	CALERA	AL	35040	SHELBY
26 01817603-FK1	181 OLD IVY RD	CALERA	AL	35040	SHELBY
27 01887601-FK1	188 CRISFIELD CIR	CALERA	AL	35007	SHELBY
	198 OAKWELL ST	CALERA	AL	35040	SHELBY
29 02037601-FK1	203 OAKWELL ST	CALERA	AL		SHELBY
	206 OAKWELL ST	CALERA	AL		SHELBY
	210 OAKWELL ST	CALERA	AL		SHELBY
	216 CRISFIELD CIR	CALERA	AL		SHELBY
	245 WATERSTONE	CALERA			SHELBY
	247 STONECREEK PL		AL		SHELBY
	257 VINEYARD LN	BIRMINGHAM	1		SHELBY
	290 BELMONT WAY	CHELSEA			SHELBY
	309 WATERSTONE WAY	CALERA	1		SHELBY
	313 WATERSTONE WAY	CALERA	1		SHELBY
	317 WATERSTONE WAY	CALERA			SHELBY
	320 NOTTINGHAM DR	CALERA	AL		SHELBY
	340 CHESSER PARK DR	CHELSEA	AL		SHELBY
<b>-</b>	417 WATERFORD DR	CALERA	+		SHELBY
	452 OLD CAHABA WAY	HELENA	AL		SHELBY
	500 WATERFORD HIGHLANDS CT	CALERA	AL		SHELBY
	564 FOREST LAKES DR	STERRETT	AL		SHELBY
46 06047601-FK1		MAYLENE	AL		SHELBY
	614 WATERFORD LN 633 OLD CAHABA DR	CALERA HELENA	AL		SHELBY SHELBY
40100337001-FK1	1000 OLD CAHADA DK	IUCTCINA	AL	33000	SHELDY

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49	07207601-FK1	720 CARL RAINES LAKE RD	BIRMINGHAM	AL	35244	SHELBY
50	07247601-FK1	724 FOREST LAKES DR	STERRETT	AL	35147	SHELBY
51	07687601-FK1	768 FOREST LAKES DR	STERRETT	AL	35147	SHELBY
52	10407601-FK1	1040 KERRY DR	CALERA	AL	35040	SHELBY
53	12267601-FK1	1226 SAVANNAH LN	CALERA	AL	35040	SHELBY
54	13127601-FK1	1312 WHIRLAWAY CIR	SHELBY	AL	35080	SHELBY
55	17097601-FK1	1709 KING CHARLES CT	ALABASTER	AL	35007	SHELBY
56	18057601-FK1	1805 MOHAWK DR	ALABASTER	AL	35007	SHELBY
57	20047601-FK1	2004 SHADOWOOD CT	HOOVER	AL	35244	SHELBY
58	42177601-FK1	4217 PARK CIR	HELENA	AL	35080	SHELBY
59	48787601-FK1	4878 STONECREEK WAY	CALERA	AL	35040	SHELBY
60	51697601-FK1	5169 SELKIRK DR	BIRMINGHAM	AL	35242	SHELBY



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/30/2021 02:23:57 PM
\$43.00 KIMBERLY

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