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PREPARED BY:
Karen Wade, Esq.
Alston & Bird LLP
2200 Ross Avenue, Suite 2300
Dallas, TX 75201

UPON RECORDATION RETURN TO: Attn: Tim Murray 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

COREVEST PURCHASER 2 LLC a Delaware limited liability company

Dated: As of 3/11/2020

State: Alabama County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 3/11/2020, 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 COREVEST PURCHASER 2 LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of June 28, 2019 executed by Omega Residential Holdings X, LLC, a Delaware limited liability company limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CAFL"), predecessor-in-interest to Assignor, in the stated principal amount of Four Million Nine Hundred Fifty Nine Thousand Dollars and No Cents (\$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, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter alia</u>, 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, Assigner 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 CoreVest American Finance Lender LLC, as lender, and recorded on November 4, 2019 in the Real Property Records of Shelby County, Alabama, as Document No. 20191104000408020, 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.

- 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.
- 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]

EXHIBIT A

Loan # 29503
Assignment of Security Instrument (CAF TERM MS TO PURCHASER) – Page 2
Shelby / Alabama #35666147

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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:

Michael Minck

Authorized Signatory

Witness #1
Print Name: Name: Name: Name

Witness #2

Print Name:

hris Caplanin

Signature Page

Assignment of Security Instrument (CAF TERM MS TO PURCHASER)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGM	IENT CIVIL CODE § 1189
	e verifies only the identity of the individual who signed the
State of California) County of Orange)	
On December 7, 2020 before me, Cor	ine Goddard. Notarv Public
Date	Here Insert Name and Title of the Officer
	ael Minck
N/A	Name(s) of Signer(s)
subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) act	
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph strue and correct.
Notary Public - California	NITNESS my hand and official seal. Signature
Place Notary Seal Above OPT	TONAL -
fraudulent reattachment of this	information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Number of Pages:
Document Date:	
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name:	☐ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General	□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Other:	Signer Is Representing:
THE STATE OF THE S	
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SCHEDULE I

Properties

(Attached)

Address	City	State	County	Zip
100 Patriot Point Dr	Montevalio	AL.	Shelby	35115
101 Frances Ln	Heiena	AL.	Shelby	35080
1024 Garinet Dr	Calera	AL	Shelby	35040
1.065 Village Tri	Сајега	AL	Shelby	35040
145 Flagstone Ln	Calera	AL	Shelby	35040
1476 Highview Dr	Calera	AL	Sheiby	35040
209 Forest Village Ln	Alabaster	AL	Shelby	35007
2170 Village Un	Calera	AL.	Shelby	35040
2239 Village Ln	Calera	Al.	Shelby	35040
237 Saratoga Ln	Calera	AL.	Shelby	35040
407 Cambrian Ridge Tri	Pelham	AL	Shelby	35124
5017 Kensington Pl	Calera	AŁ.	Shelby	35040

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.

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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.

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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.

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Filed and Récorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/05/2021 03:42:11 PM
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