20210428000210370 04/28/2021 08:14:00 AM ASSIGN 1/8

#### PREPARED BY:

CoreVest American Finance Lender LLC 4 Park Plaza, Suite 900 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 February 26, 2021

State: Alabama

County: Shelby

#### ASSIGNMENT OF SECURITY INSTRUMENT

This ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), dated as of February 26, 2021, is made and entered into by COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("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 February 26, 2021, executed by **OMEGA REZ 5A LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Five Million Nine Hundred Sixty Two Thousand and No/100 Dollars (\$5,962,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Shelby, State of Alabama, identified on Schedule 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, <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, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment.</u> 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 February 26, 2021, executed by Borrower for the benefit of Assignor, as lender, and recorded on March 15, 2021 in the Real Property Records of Shelby County, Alabama, as Inst # 20210315000128550 (the "Security Instrument"), in respect of the Premises.

2. <u>Assumption</u>. 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.

- 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. <u>Headings</u>. 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. <u>Interpretation</u>. 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]

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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:

4 Park Plaza, Suite 900

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 March 3, 2021, before me, Christopher Terranova, Notary Public, personally appeared Sokun Soun, 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.

CHRISTOPHER TERRANOVA
Notary Public - California
Orange County
Commission # 2259791
My Comm. Expires Sep 25, 2022

Signature\_\_\_\_

(Seal)

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### SCHEDULE 1

## Property List

Address	City	State	County	Zip	
400 Cedar Grove Ln	Maylene	AL	Shelby	35114	
4108 Forest Lakes Rd	Sterrett	AL	Shelby	35147	
428 Camden Cove Cir	Calera	AL	Shelby	35040	

### EXHIBIT A

### Legal Description

Address: 400 Cedar Grove Ln, Maylene, AL 35114

County: Shelby

Parcel Identification Number: 23-2-04-0-002-001.000

Client Code: REZ-5A-OMEGA-29

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 1, ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE, SECTOR 1, PHASE 1, AS RECORDED IN MAP BOOK 22 PAGE 92 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191113000420450 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 4108 Forest Lakes Rd, Sterrett, AL 35147

County: Shelby

Parcel Identification Number: 09-5-15 -0-002-004.000

Client Code: REZ-5A-OMEGA-30

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 584, ACCORDING TO THE SURVEY OF FOREST LAKES SECTOR 11, AS RECORDED IN MAP BOOK 32, PAGE 137, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SUBJECT TO EASEMENTS, RESTRICTIONS OF RECORD.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191213000461170 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 428 Camden Cove Cir, Calera, AL 35040

County: Shelby

Parcel Identification Number: 28-05-16-2-009-038.000

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Client Code: REZ-5A-OMEGA-31

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 271 A, ACCORDING TO THE RESURVEY OF LOTS 263, 264 AND 266 THRU 271, CAMDEN COVE SECTOR 9, AS RECORDED IN MAP BOOK 34, PAGE 5, IN THE OFFICE OF THE PROBATE JUDGE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190916000340270 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/28/2021 08:14:00 AM
\$43.00 CHERRY
20210428000210370

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