20210520000248450 05/20/2021 09:57:15 AM ASSIGN 1/7

PREPARED BY:

CoreVest American Finance Lender LLC 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

COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company

Dated: As of December 30, 2020

County: Shelby

State: Alabama

20210520000248450 05/20/2021 09:57:15 AM ASSIGN 2/7

ASSIGNMENT OF SECURITY INSTRUMENT

This ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), dated as of December 30, 2020, is made by COREVEST PURCHASER 2, LLC, a Delaware limited liability company ("Assignor"), in favor of COREVEST AMERICAN FINANCE DEPOSITOR 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 December 30, 2020, executed by **ARG IV BORROWER, 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 Thirteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$13,650,000.00) (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 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 December 30, 2020, executed by Borrower for the benefit of CoreVest, as lender, and recorded on January 8, 2021 in the Real Property Records of Shelby County, Alabama, as Inst # 20210108000013210, 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.

20210520000248450 05/20/2021 09:57:15 AM ASSIGN 3/7

- 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.
- 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. <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]

20210520000248450 05/20/2021 09:57:15 AM ASSIGN 4/7

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: Sokun Sour Title: Authorized Signatory

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

Attention: Head of Term Lending

CIVIL CODE § 1189 CALIFORNIA ALL-PURPOSE 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 January 12, 2021 before me, Jaime Chavez, Notary Public Here Insert Name and Title of the Officer Date Sokun Soun personally appeared Name(s) of Signer(s) N/A 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. JAIME CHAVEZ COMM. #2184582 Signature Notary Public - California Signature of Notary Public Orange County My Comm. Expires Feb. 25, 2021 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: ____ Signer's Name: __ ☐ Corporate Officer — Title(s): _____ □ Corporate Officer — Title(s): _____ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General `☐ Attorney in Fact ☐ Individual ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

20210520000248450 05/20/2021 09:57:15 AM ASSIGN 6/7

SCHEDULE 1

Property List

Asset ID	Address	City	State	Zip	County
618125	731 the Heights Ln	Calera	AL	35040	Shelby
618148	732 the Heights Ln	Calera	AL	35040	Shelby
618145	735 the Heights Ln	Calera	AL	35040	Shelby
618146	736 The Heights Ln	Calera	AL	35040	Shelby
618124	739 the Heights Ln	Calera	AL	35040	Shelby
618149	740 The Heights Ln	Calera	AL	35040	Shelby
618123	743 the Heights Ln	Calera	AL	35040	Shelby
618147	744 The Heights Ln	Calera	AL	35040	Shelby
618122	747 The Heights Ln	Calera	AL	35040	Shelby
618036	748 The Heights Ln	Calera	AL	35040	Shelby
618037	752 the Heights Ln	Calera	AL	35040	Shelby
618038	756 the Heights Ln	Calera	AL	35040	Shelby
618039	760 the Heights Ln	Calera	AL	35040	Shelby
618085	764 the Heights Ln	Calera	AL	35040	Shelby
618087	768 the Heights Ln	Calera	AL	35040	Shelby
618083	772 the Heights Ln	Calera	AL	35040	Shelby
618108	775 the Heights Ln	Calera	AL	35040	Shelby
618082	776 The Heights Ln	Calera	AL	35040	Shelby
618088	780 The Heights Ln	Calera	AL	35040	Shelby
618084	784 the Heights Ln	Calera	AL	35040	Shelby
618081	788 the Heights Ln	Calera	AL	35040	Shelby
618086	792 the Heights Ln	Calera	AL	35040	Shelby
618110	796 The Heights Ln	Calera	AL	35040	Shelby
618107	799 the Heights Ln	Calera	AL	35040	Shelby
618109	800 the Heights Ln	Calera	AL	35040	Shelby
618111	803 The Heights Ln	Calera	AL	35040	Shelby
618114	804 the Heights Ln	Calera	AL	35040	Shelby
618112	807 the Heights Ln	Calera	AL	35040	Shelby
618113	808 the Heights Ln	Calera	AL	35040	Shelby
618115	811 the Heights Ln	Calera	AL	35040	Shelby
618117	812 The Heights Ln	Calera	AL	35040	Shelby
618116	815 the Heights Ln	Calera	AL	35040	Shelby
618118	816 The Heights Ln	Calera	AL	35040	Shelby

EXHIBIT A

Legal Description

LAND TITLE FILE NO.: 4362R-20

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, according to the Final Plat of Town Side Square Sector Two, as recorded in Map Book 51, page 79, in the Probate Office of Shelby County, Alabama.

FOR INFORMATIONAL PURPOSES

2020 Parcel ID 22 9 31 4 001 016.000

Lot	2021 Parcel ID	Address
5	22 9 31 4 004 005.000	732 The Heights Lane, Calera, AL 35040
6	22 9 31 4 004 006.000	736 The Heights Lane, Calera, AL 35040
7	22 9 31 4 004 007.000	740 The Heights Lane, Calera, AL 35040
8	22 9 31 4 004 008.000	744 The Heights Lane, Calera, AL 35040
9	22 9 31 4 004 009.000	748 The Heights Lane, Calera, AL 35040
10	22 9 31 4 004 010.000	752 The Heights Lane, Calera, AL 35040
11	22 9 31 4 004 011.000	756 The Heights Lane, Calera, AL 35040
12	22 9 31 4 004 012.000	760 The Heights Lane, Calera, AL 35040
13	22 9 31 4 004 013.000	764 The Heights Lane, Calera, AL 35040
14	22 9 31 4 004 014.000	768 The Heights Lane, Calera, AL 35040
15	22 9 31 4 004 015.000	772 The Heights Lane, Calera, AL 35040
16	22 9 31 4 004 016.000	776 The Heights Lane, Calera, AL 35040
17	22 9 31 4 004 017.000	780 The Heights Lane, Calera, AL 35040
18	22 9 31 4 004 018.000	784 The Heights Lane, Calera, AL 35040
19	22 9 31 4 004 019.000	788 The Heights Lane, Calera, AL 35040
20	22 9 31 4 004 020.000	792 The Heights Lane, Calera, AL 35040
21	22 9 31 4 004 021.000	796 The Heights Lane, Calera, AL 35040
22	22 9 31 4 004 022.000	800 The Heights Lane, Calera, AL 35040
23	22 9 31 4 004 023.000	804 The Heights Lane, Calera, AL 35040
24	22 9 31 4 004 024.000	808 The Heights Lane, Calera, AL 35040
25	22 9 31 4 004 025.000	812 The Heights Lane, Calera, AL 35040
26	22 9 31 4 004 026.000	816 The Heights Lane, Calera, AL 35040
27	22 9 31 4 004 027.000	815 The Heights Lane, Calera, AL 35040
28	22 9 31 4 004 028.000	811 The Heights Lane, Calera, AL 35040
29	22 9 31 4 004 029.000	807 The Heights Lane, Calera, AL 35040
30	22 9 31 4 004 030.000	803 The Heights Lane, Calera, AL 35040
31	22 9 31 4 004 031.000	799 The Heights Lane, Calera, AL 35040
32	22 9 31 4 004 032.000	775 The Heights Lane, Calera, AL 35040
33	22 9 31 4 004 033.000	747 The Heights Lane, Calera, AL 35040
34	22 9 31 4 004 034.000	743 The Heights Lane, Calera, AL 35040
35	22 9 31 4 004 035.000	739 The Heights Lane, Calera, AL 35040
36	22 9 31 4 004 036.000	735 The Heights Lane, Calera, AL 35040
37	22 9 31 4 004 037.000	731 The Heights Lane, Calera, AL 35040

The above addresses and tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor's Office, or by the County Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by county authorities.



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