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06/04/2021 02:21:07 PM
ASSIGN 1/7

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 December 27, 2019

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this "Assignment"), dated as of December 27, 2019, 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 December 27, 2019, executed by **US HOME AG TERM S2, LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Two Million Fifty-Two Thousand and No/100ths Dollars (\$2,052,000.00) (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, 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 December 27, 2019, executed by Borrower for the benefit of Assignor, as lender, and recorded on January 7, 2020 in the Real Property Records of Shelby County, Alabama, as Inst # 20200107000010530 (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.

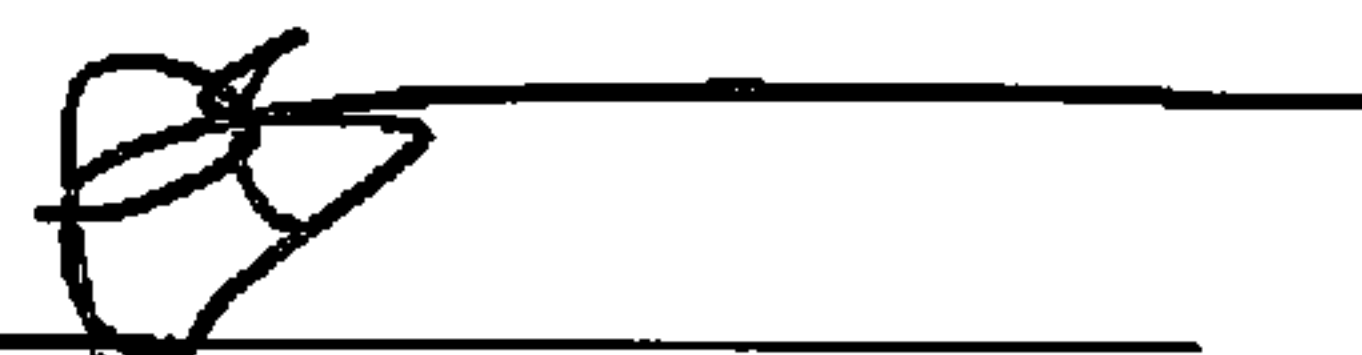
7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder 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 PAGES FOLLOW]

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: Paul Basmajian

Title: Authorized Signatory

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

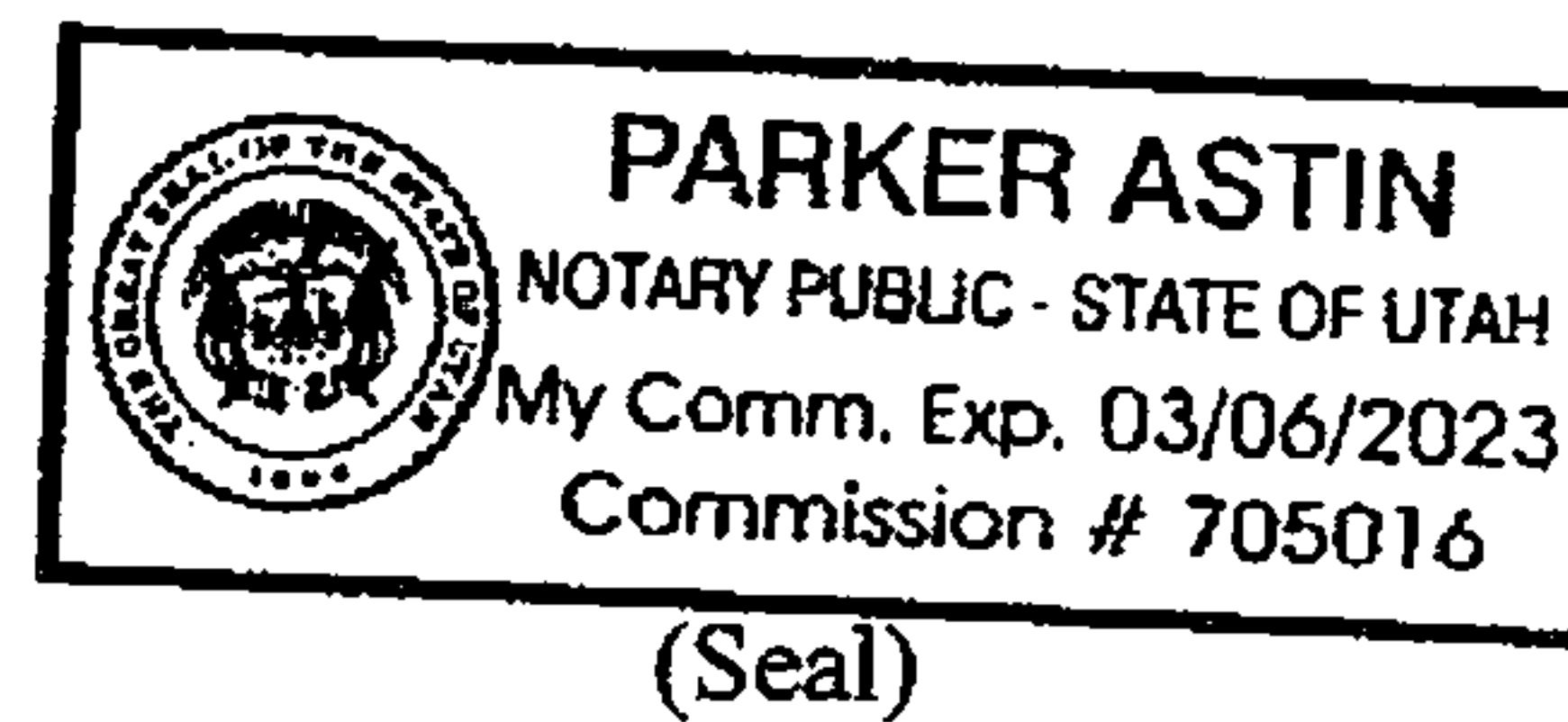
Attention: Head of Term Lending

STATE OF UTAH)
COUNTY OF SALT LAKE)

On January 2, 2020, before me, Parker Astin, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: PL



SCHEDULE 1

Property List

PROPERTY ADDRESS	CITY	COUNTY	STATE	ZIP CODE
44 School Street	Wilsonville	Shelby	AL	35186

EXHIBIT A

Legal Description

PARCEL 7 - 44 School Street, Wilsonville, AL 35186 (Shelby - 20-1-01-1-001-030)

A parcel of land in the SE 1/4 of the NE 1/4 of Section 1, Township 21 South, Range 1 East, being more particularly described as follows: Commence at the Northeast corner of Section 1, Township 21 South, Range 1 East and run thence South 00 degrees 18 minutes 29 seconds East along the East line of said section a distance of 1771.31 feet to a point; thence South 89 degrees 31 minutes 41 seconds West a distance of 600.22 feet to an iron found at the point of beginning; thence North 04 degrees 20 minutes 53 seconds West a distance of 135.92 feet to an iron found; thence South 84 degrees 26 minutes 32 seconds West a distance of 135.96 feet to an iron found; thence South 05 degrees 25 minutes 38 seconds East a distance of 133.32 feet to an iron found; thence North 85 degrees 32 minutes 52 seconds East a distance of 133.42 feet to the point of beginning; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/04/2021 02:21:07 PM
\$40.00 JOANN
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Allen S. Bayl