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 September 12, 2019 executed by US Home AG Term S2, 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 Two Million Fifty Two Thousand Dollars and No Cents (\$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, <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 December 27, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on January 7, 2020 in the Real Property Records of Shelby County, Alabama, as Document No. 20200107000010530, 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. <u>Representations and Warranties of Assignor</u>. 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.
- 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. <u>Successors and Assigns</u>. 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]

EXHIBIT A

20210804000376680 08/04/2021 08:16:27 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:

CAF TERM BORROWER MS, LLC,

A Delaware limited liability company

By:

Sokun Soun

Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGM	ENT CIVIL CODE § 1189
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California) County of Orange) On June 24, 2021 before me, Chris Date personally appeared Sokun Soun	stopher Terranova, Notary Public, Here Insert Name and Title of the Officer Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
CHRISTOPHER TERRANOVA Notary Public - California Orange County Commission # 2259791 My Comm. Expires Sep 25, 2022	certify under PENALTY OF PERJURY under the laws fithe State of California that the foregoing paragraph true and correct. /ITNESS my hand and official seal. ignature Signature of Notary Public
	ONAL ————————————————————————————————————
·	orm to an unintended document.
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

20210804000376680 08/04/2021 08:16:27 AM ASSIGN 6/7 <u>SCHEDULE 1</u>

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
08/04/2021 08:16:27 AM
\$40.00 JOANN
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