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09/29/2021 11:30:23 AM
ASSIGN 1/9

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 9/24/2020

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 9/24/2020, 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").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of July 31, 2020 executed by **No Fear No Mercy LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company (""), predecessor-in-interest to Assignor, in the stated principal amount of Two million nine hundred thirty-five thousand dollars and no cents (\$2,935,000.00) (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 Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 31, 2020, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on August 11, 2020 in the Real Property Records of Shelby County, Alabama, as Document No. 20200811000343540, Book , Page (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:

Loan # 33061

Assignment of Security Instrument (CAF TERM MS TO PURCHASER) – Page 1

Shelby / Alabama

#35666147

(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. 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

(Premises Description)

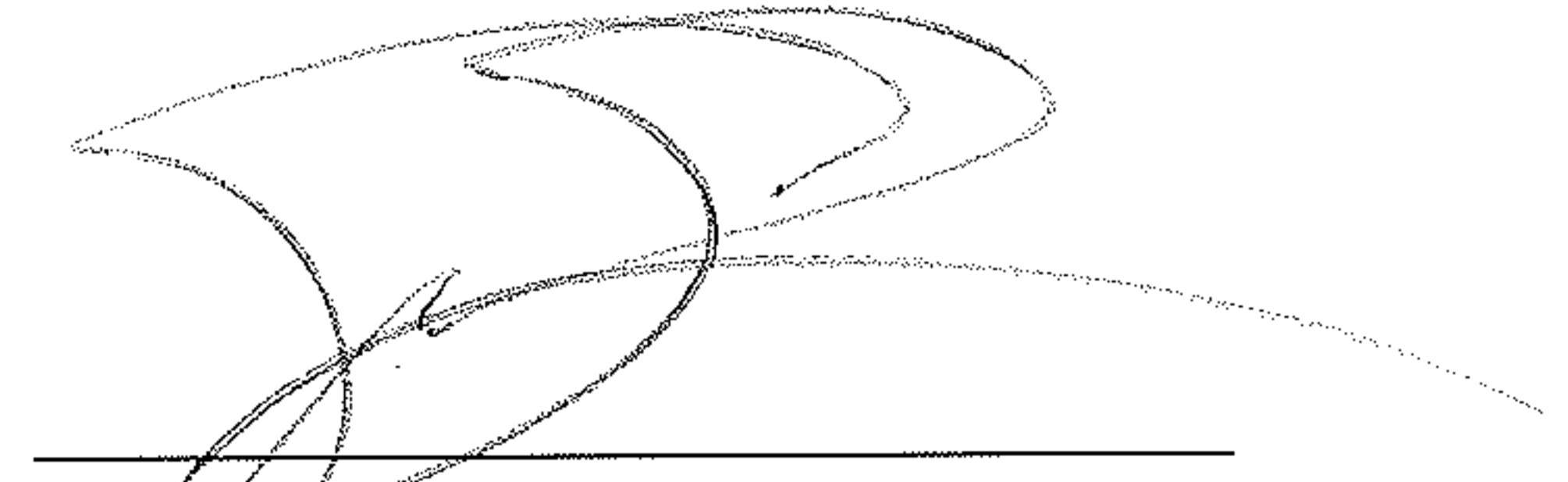
20210929000474930 09/29/2021 11:30:23 AM ASSIGN 4/9

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

Witness #1

Print Name: Jamie Clever



Witness #2

Print Name: Corine Goddard

Signature Page

Assignment of Security Instrument (CAF TERM MS TO PURCHASER)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

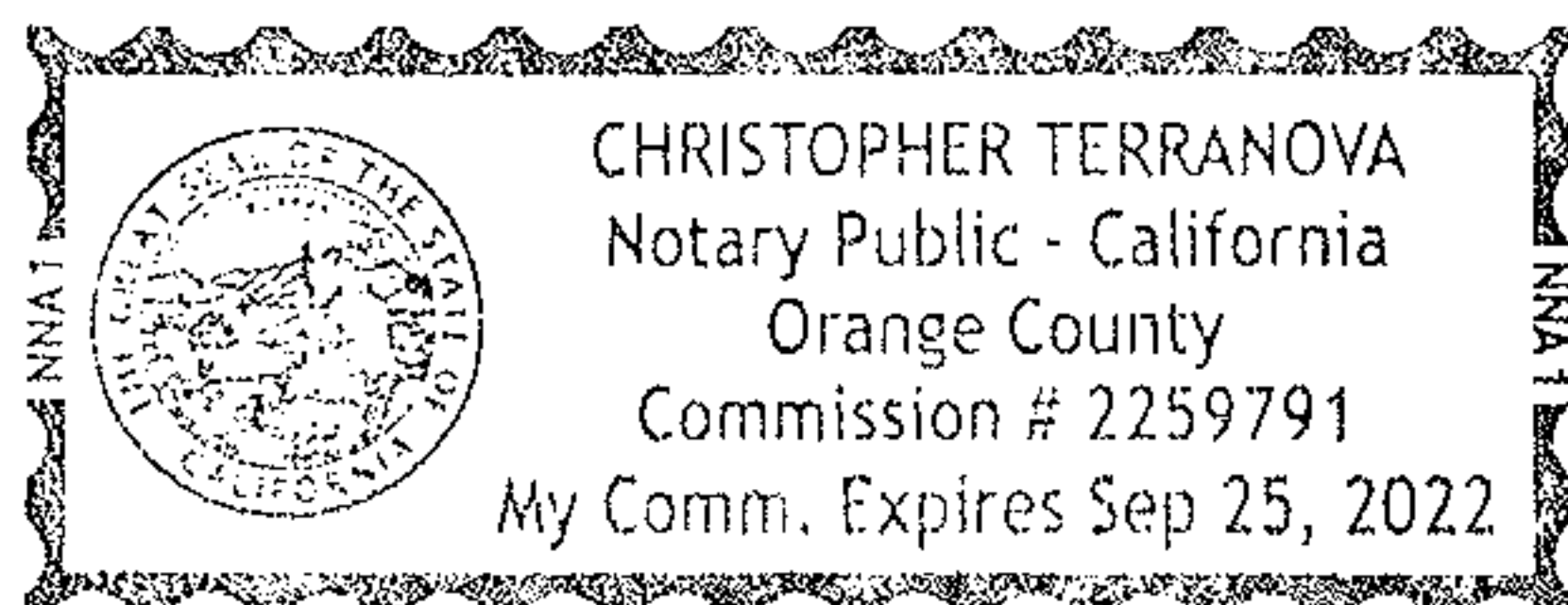
State of California)

County of Orange)On November 6, 2020 before me, Christopher Terranova, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Sokun Soun
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.



Signature

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

SCHEDULE 1

Property List

Address	City	State	County	Zip
106 Falling Waters Ln	Maylene	AL	Shelby	35114
149 Greenwood Cir	Calera	AL	Shelby	35040
152 The Heights Dr	Calera	AL	Shelby	35040
177 The Heights Dr	Calera	AL	Shelby	35040
349 Old Cahaba Trail	Helena	AL	Shelby	35080
412 Oakwell Cove	Calera	AL	Shelby	35040
559 Polo Way	Chelsea	AL	Shelby	35043
560 Union Station Pl	Calera	AL	Shelby	35040

EXHIBIT A

Legal Description

Address: 106 Falling Waters Ln, Maylene, AL 35114

County: Shelby

Parcel Identification Number: 23 2 09 0 010 047.000

Client Code: SAFE-FUTURE-2020-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 47, ACCORDING TO THE FINAL PLAT OF CROSS CREEK SUBDIVISION AS RECORDED IN MAP BOOK 38, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20160314000082000 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 149 Greenwood Cir, Calera, AL 35040

County: Shelby

Parcel Identification Number: 28 6 23 0 000 173.000

Client Code: SAFE-FUTURE-2020-02

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 125, ACCORDING TO THE SURVEY OF OLD IVY SUBDIVISION PHASE 2, BEING A RESURVEY OF PORTIONS OF LOTS 22-32, TRACT FIFTY ONE SUBDIVISION, PARCEL "B", RECORDED AS DOCUMENT NUMBER 20051027000561200 AND IN MAP BOOK 36, PAGES 6-A AND 6-B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20170524000181020 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 152 The Heights Dr, Calera, AL 35040

County: Shelby

Parcel Identification Number: 22 9 32 3 002 035.000

Client Code: SAFE-FUTURE-2020-03

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 160, ACCORDING TO THE FINAL PLAT OF TOWNSIDE SQUARE, SECTOR ONE, AS RECORDED IN MAP BOOK 38, PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20190603000190270 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 177 The Heights Dr, Calera, AL 35040

County: Shelby

Parcel Identification Number: 22-9-32-3-002-020-000

Client Code: SAFE-FUTURE-2020-05

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 20, ACCORDING TO THE FINAL PLAT OF TOWN SIDE SQUARE, SECTOR ONE, AS RECORDED IN MAP BOOK 38, PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: GENERAL WARRANTY DEED INSTRUMENT NUMBER 20191115000424810 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 349 Old Cahaba Trail, Helena, AL 35080

County: Shelby

Parcel Identification Number: 13 4 20 1 003 013.000

Client Code: SAFE-FUTURE-2020-07

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 713, ACCORDING TO THE SURVEY OF OLD CAHABA CEDAR CREST SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20170524000181010 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 412 Oakwell Cove, Calera, AL 35040

County: Shelby

Parcel Identification Number: 28 4 17 1 003 014.000

Client Code: SAFE-FUTURE-2020-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 19, ACCORDING TO THE SURVEY OF CAMDEN COVE WEST SECTOR 3 PHASE 1, AS RECORDED IN MAP BOOK 35, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20170524000180980 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 559 Polo Way, Chelsea, AL 35043

County: Shelby

Parcel Identification Number: 09 7 26 1 003 038.000

Client Code: SAFE-FUTURE-2020-14

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 336, ACCORDING TO THE SURVEY OF THE VILLAGE AT POLO CROSSINGS
SECTOR 1, AS RECORDED IN MAP BOOK 39, PAGE 42A, 42B, 42C, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: GENERAL WARRANTY DEED INSTRUMENT
NUMBER 20200623000257560 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 560 Union Station Pl, Calera, AL 35040

County: Shelby

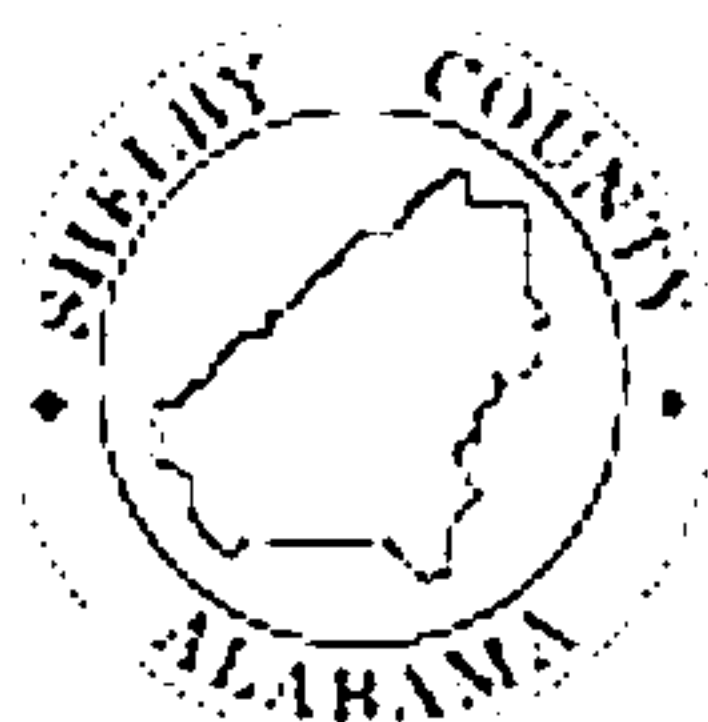
Parcel Identification Number: 28 3 06 0 008 025.000

Client Code: SAFE-FUTURE-2020-15

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF
SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 77, ACCORDING TO THE SURVEY OF UNION STATION PHASE II, AS
RECORDED IN MAP BOOK 41, PAGE 114, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: GENERAL WARRANTY DEED INSTRUMENT
NUMBER 20200218000066310 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/29/2021 11:30:23 AM
\$46.00 CHERRY
20210929000474930

Allen S. Bayl