20211004000481220 10/04/2021 09:11:31 AM ASSIGN 1/8

#### 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 PURCHASER 2, LLC,

a Delaware limited liability company

to

## CAF TERM BORROWER MS, LLC, a

Delaware limited liability company

Dated: As of June 12, 2020

State: Alabama County: Shelby

## 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 2/8

#### ASSIGNMENT OF SECURITY INSTRUMENT

This ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), dated as of June 12, 2020, is made and entered into by COREVEST PURCHASER 2, LLC, a Delaware limited liability company ("Assignor"), in favor of CAF TERM BORROWER MS, LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614, Attention: Head of Term Lending ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of June 12, 2020, executed by ARG III 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 Eight Million Seven Hundred Six Thousand and No/100ths Dollars (\$8,706,000.00) (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 June 12, 2020, executed by Borrower for the benefit of CoreVest, as lender, and recorded on June 30, 2020 in the Real Property Records of Shelby County, Alabama, as Inst # 20200630000268900, 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.

#### 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 3/8

- 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. <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]

## 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 4/8

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: M

Michael Minck

Title:

Authorized Signatory

Address:

1920 Main Street, Suite 850

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 June 18, 2020 before	me, Ginette L. Vandal, Public Notary  (insert name and title of the officer)
personally appeared Michael Minck	
subscribed to the within instrument and acl his/her/their authorized capacity(ies), and t	ory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in hat by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY un paragraph is true and correct.	der the laws of the State of California that the foregoing
WITNESS my hand and official seal.	GINETTE L. VANDAL Notary Public - California Orange County Commission # 2267596
Signature Signature Signature	My Comm. Expires Nov 18, 2022 (Seal)

## 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 6/8

## SCHEDULE 1

# Property List

PROPERTY ADDRESS	CITY	COUNTY	STATE	ZIP CODE
179 Cambridge Park Drive	Montevallo	Shelby	AL	35115
137 Patriot Point Drive	Montevallo	Shelby	AL	35115
141 Patriot Point Drive	Montevallo	Shelby	AL	35115
141 Patriot Point Drive	Montevallo	Shelby	AL	35115
	Montevallo	Shelby	AL	35115
144 / 149 Patriot Point Drive	Montevallo	Shelby	AL	35115
132 / 161 Patriot Point Drive	Montevallo	Shelby	AL	35115
124 / 156 Patriot Point Drive	Montevallo	Shelby	AL	35115
120 / 152 Patriot Point Drive	Montevallo	Shelby	AL	35115
116 / 148 Patriot Point Drive	Montevallo	Shelby	AL	35115
117 Patriot Point Drive	Montevano	Jiiciby	, , , , , , , , , , , , , , , , , , , ,	

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#### 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 7/8

#### **EXHIBIT A**

#### Legal Description

#### **PARCELI**

Lot 63, according to the Amended Record map of Cambridge Park Subdivision as recorded in Map Book 49, page 9, in the Probate Office of Shelby County, Alabama.

179 Cambridge Park Drive, Montevallo, AL 35115

Parcel ID 36 2 03 3 005 063.000

#### PARCEL II

Lot 5A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

117 Patriot Point Drive, Montevallo, AL 35115

Parcel ID 27 1 02 0 006 005.000

Lot 10A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

137 Patriot Point Drive, Montevallo, AL 35115

Parcel ID 27 1 02 0 006 010.000

Lot 11A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

141 Patriot Point Drive, Montevallo, AL 35115

Parcel I 27 1 02 0 006 011.000

Lot 12A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

145 Patriot Point Drive, Montevallo, AL 35115

Parcel 27 1 02 0 006 012.000

Lot 13A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

144 or 149 Patriot Point Drive, Montevallo, AL 35115 Parcel 27 1 02 0 006 013.000

Lot 16A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

132 or 161 Patriot Point Drive, Montevallo, AL 35115 Parcel 27 1 02 0 006 016.000

Lot 18A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

124 or 156 Patriot Point Drive, Montevallo, AL 35115 Parcel 27 1 02 0 006 018.000

### 20211004000481220 10/04/2021 09:11:31 AM ASSIGN 8/8

Lot 19A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

120 or 152 Patriot Point Drive, Montevallo, AL 35115 Parcel 27 1 02 0 006 019.000

Lot 20A, according to the Resurvey of Lots 5-28 of Patriot Point, as recorded in Map Book 49, page 78, in the Probate Office of Shelby County, Alabama.

116 or 148 Patriot Point Drive, Montevallo, AL 35115 Parcel 27 1 02 0 006 020.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/04/2021 09:11:31 AM
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