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ASSIGN 1/10

**PREPARED BY:**

CoreVest American Finance Lender LLC  
4 Park Plaza, Suite 900  
Irvine, CA 92614  
Suzanne Nguyen

**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 September 10, 2021

**State:** Alabama

**County:** Shelby

## ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this "Assignment"), dated as of September 10, 2021, is made by **COREVEST PURCHASER 2, LLC**, a Delaware limited liability company, successor by assignment to CoreVest American Finance Lender LLC ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, 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 10, 2021, executed by ASC CAPITAL II, 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 Two Million Sixty-Two Thousand and No/100 Dollars (\$2,062,000.00) (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, 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 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 September 10, 2021, executed by Borrower for the benefit of CoreVest, as lender, and recorded on September 22, 2021 in the Real Property Records of Shelby County, Alabama, as Inst # 20210922000463440, 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.

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 PAGE FOLLOWS]

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 Soun

Title: Authorized Signatory

Address:

4 Park Plaza, Suite 900

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.

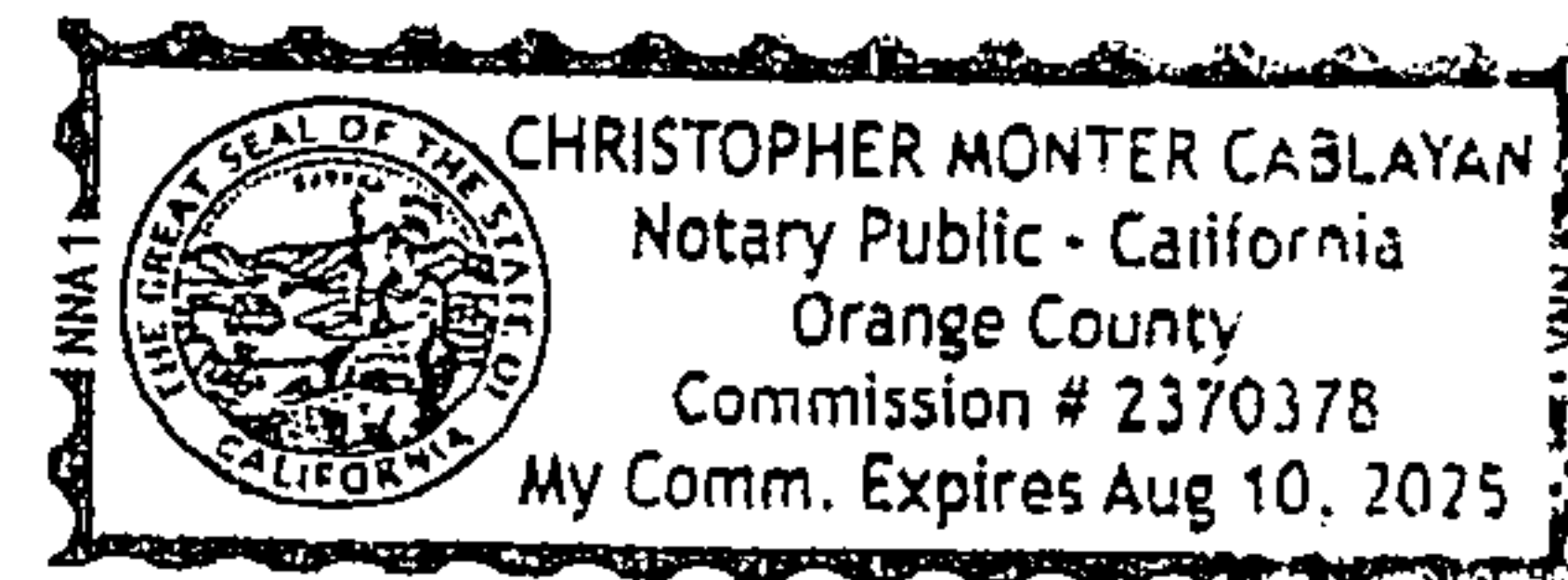
State of California )  
County of Orange )

On September 15, 2021, before me, Christophe Monter Cablayan, Notary Public, personally appeared Sokun Soun, 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 \_\_\_\_\_



(Seal)



**SCHEDULE 1**

Property List

Address	City	State	Zip	County
1101 Hillsboro Ln	Helena	AL	35080	Shelby
112 Canyon Park Pl	Pelham	AL	35124	Shelby
118 Shine Dr	Pelham	AL	35124	Shelby
128 Cattail Ln	Calera	AL	35040	Shelby
141 Mayfair Ln	Calera	AL	35040	Shelby
200 Rocky Ridge Dr	Helena	AL	35080	Shelby
2158 Village Ln	Calera	AL	35040	Shelby
704 Cahaba Manor Dr	Pelham	AL	35124	Shelby
721 3rd St NE	Alabaster	AL	35007	Shelby

**EXHIBIT A**

Legal Description

Address: 1101 Hillsboro Ln, Helena, AL 35080  
County: Shelby  
Parcel Identification Number: 13 8 28 1 001 024.039  
Client Code: ASC-CAPITAL-II-12

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

LOT 12-A, BLOCK 3, OF A RE-SURVEY OF LOTS 7 THROUGH 12, BLOCK 3, OF A RE-SURVEY OF BRECKENRIDGE PARK, AS RECORDED IN MAP BOOK 11, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 112 Canyon Park Pl, Pelham, AL 35124  
County: Shelby  
Parcel Identification Number: 13 6 13 2 004 043.000  
Client Code: ASC-CAPITAL-II-13

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

LOT 43, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 118 Shine Dr, Pelham, AL 35124  
County: Shelby  
Parcel Identification Number: 13 1 02 1 000 018.015  
Client Code: ASC-CAPITAL-II-14

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

LOT 35, ACCORDING TO THE AMENDED MAP OF FINAL PLAT, WYNFIELD PARC, PHASE ONE AS RECORDED IN MAP BOOK 27, PAGE 51, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 128 Cattail Ln, Calera, AL 35040  
County: Shelby  
Parcel Identification Number: 35 1 11 0 005 049.000  
Client Code: ASC-CAPITAL-II-15

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

LOT 50, ACCORDING TO THE FINAL PLAT OF SHILOH CREEK SECTOR ONE, PLAT ONE AS RECORDED IN MAP BOOK 38, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 141 Mayfair Ln, Calera, AL 35040  
County: Shelby  
Parcel Identification Number: 28 5 16 2 006 012.000  
Client Code: ASC-CAPITAL-II-16

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

LOT 204, ACCORDING TO THE AMENDED SURVEY OF AMENDED MAP OF FINAL PLAT OF CAMDEN COVE, SECTOR 6, AS RECORDED IN MAP BOOK 30, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 200 Rocky Ridge Dr, Helena, AL 35080  
County: Shelby



Parcel Identification Number: 13 8 28 1 005 053.000  
Client Code: ASC-CAPITAL-II-17

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

LOT 53, ACCORDING TO THE MAP AND SURVEY OF ROCKY RIDGE PHASE 2, AS RECORDED IN MAP BOOK 27, PAGE 16, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 2158 Village Ln, Calera, AL 35040  
County: Shelby  
Parcel Identification Number: 22 7 35 1 004 023.000  
Client Code: ASC-CAPITAL-II-18

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

LOT 288-A, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 5, PHASE 3, AS RECORDED IN MAP BOOK 37, PAGE 65, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 704 Cahaba Manor Dr, Pelham, AL 35124  
County: Shelby  
Parcel Identification Number: 13 1 12 2 003 038.000  
Client Code: ASC-CAPITAL-II-19

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

LOT 90 AND THE NORTHERLY 0.2 FEET OF LOT 91, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWNHOMES, AS RECORDED IN MAP BOOK 6, PAGES 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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Address: 721 3rd St NE, Alabaster, AL 35007  
County: Shelby  
Parcel Identification Number: 13 7 36 3 002 002.000  
Client Code: ASC-CAPITAL-II-20

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

LOT 2, ACCORDING TO THE SURVEY OF WHITESTONE TOWNHOMES, PHASE  
ONE, AS CORRECTED AND RERECORDED IN MAP BOOK 20, PAGE 125, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: SPECIAL WARRANTY DEED INSTRUMENT  
NUMBER 20160106000004950 OF THE SHELBY COUNTY, ALABAMA RECORDS.

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**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**10/05/2021 01:58:21 PM**  
**\$49.00 CHERRY**  
**20211005000486400**

*Alvin S. Bayl*