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10/25/2021 08:08:21 AM
ASSIGN 1/8

PREPARED BY:
Karen Wade, Esq.
Alston & Bird LLP
2200 Ross Avenue, Suite 2300
Dallas, TX 75201

RECORDING REQUESTED BY &
UPON RECORDATION RETURN TO:
Attn: La-Kesha Mulky
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 December 17, 2020

State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the December 17, 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 September 22, 2020 executed by **Omega Residential Holdings XII, LLC**, a **Delaware** 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 Four million two hundred fifty-two thousand five hundred dollars and no cents (\$4,252,500.00) (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 September 22, 2020, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on October 1, 2020 in the Real Property Records of Shelby County, Alabama, as Document No. 20201001000445080, 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.

Loan # 33633

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

Shelby / Alabama

#35666147

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:

(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]

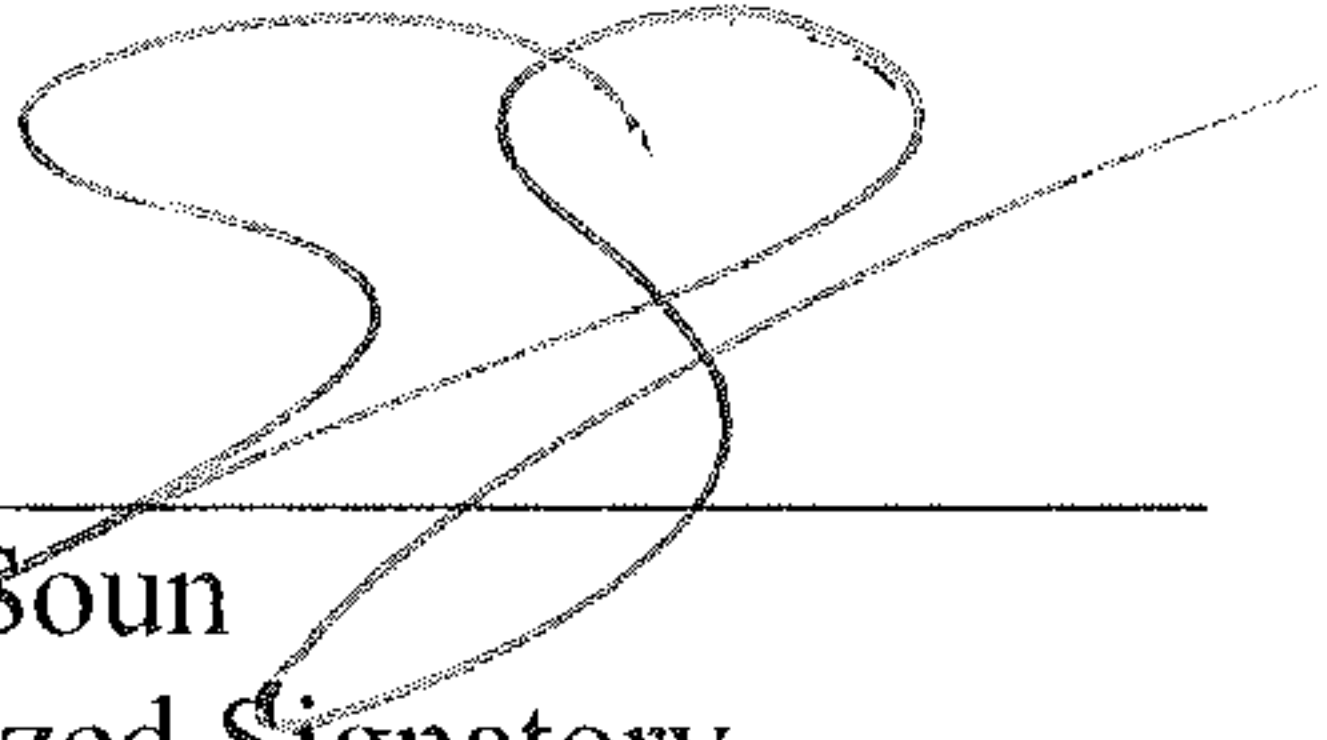
20211025000515850 10/25/2021 08:08:21 AM ASSIGN 4/8

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

CAF TERM BORROWER MS, LLC,
A Delaware limited liability company

By:



Sokun Soun
Authorized Signatory

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 July 12, 2021 before me, Corine Goddard, Notary Public,
Date Here Insert Name and Title of the Officer

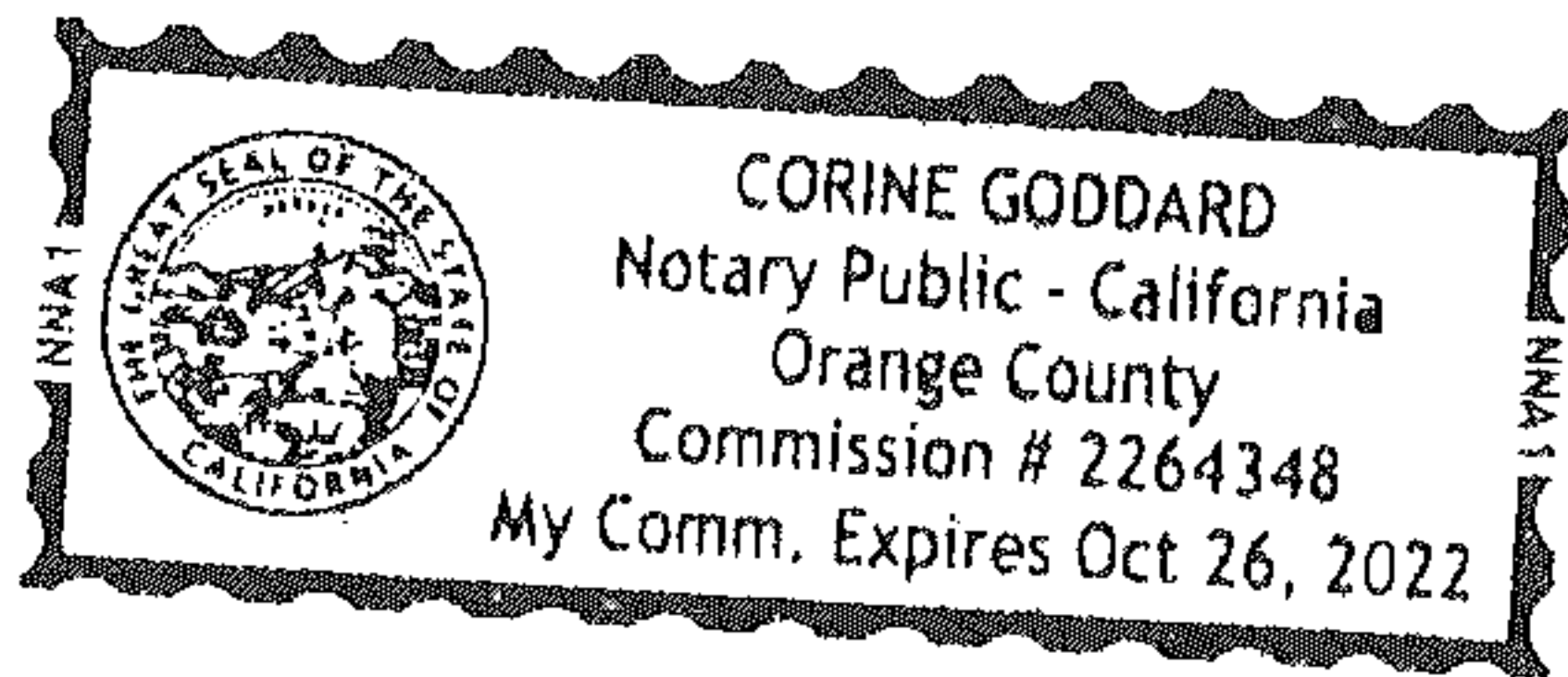
personally appeared Sokun Soun
Name(s) of Signer(s)

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 Corine Goddard
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 |
|--------------------|------------|-------|--------|------------|
| 130 Spring St. | Calera | AL | Shelby | 35040-4971 |
| 215 Moss Stone Ln. | Calera | AL | Shelby | 35040-7666 |
| 435 Selma Rd | Montevallo | AL | Shelby | 35115-4139 |
| 686 Old Cahaba Dr | Helena | AL | Shelby | 35080-7051 |

EXHIBIT A

Premises Description

Address: 130 Spring St., Calera, AL 35040-4971

County: Shelby

Parcel Identification Number: 22 8 33 0 002 120.000

Client Code: OMEGA-XII-35

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 115, ACCORDING TO THE SURVEY OF SUMMERCHASE, PHASE 4, AS RECORDED IN MAP BOOK 26, PAGE 111, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191227000479020 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 215 Moss Stone Ln., Calera, AL 35040-7666

County: Shelby

Parcel Identification Number: 28 3 06 0 005 041.000

Client Code: OMEGA-XII-36

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:
LOT 192, ACCORDING TO THE FINAL PLAT OF STONECREEK PHASE 4, AS RECORDED IN MAP BOOK 37, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20200319000109000 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 435 Selma Rd, Montevallo, AL 35115-4139

County: Shelby

Parcel Identification Number: 36 2 04 1 001 012.003

Client Code: OMEGA-XII-37

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 12 EAST, IN THE CITY OF MONTEVALLO, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY; THENCE SOUTHERLY ALONG THE EXTENSION OF THE WEST LINE OF SAID SECTION 28, 44.04 FEET; THENCE 85 DEGREES 41 MINUTES 34 SECONDS LEFT 330.07 FEET TO THE WESTERLY RIGHT OF WAY OF ALABAMA HIGHWAY NO. 119, ALSO KNOWN AS SELMA STREET IN THE CITY OF MONTEVALLO, ALABAMA; THENCE 85 DEGREES 37 MINUTES 11 SECONDS RIGHT 99.61 FEET ALONG AND WITH SAID WESTERLY RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST STATED COURSE AND SAID WESTERLY RIGHT OF WAY 99.60 FEET; THENCE 95 DEGREES 36 MINUTES 11 SECONDS RIGHT AND LEAVING SAID WESTERLY RIGHT OF WAY 150.72 FEET; THENCE 84 DEGREES 23 MINUTES 49 SECONDS RIGHT 97.99 FEET; THENCE 94 DEGREES 59 MINUTES 36 SECONDS RIGHT 150.57 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.34 ACRES, MORE OR LESS. SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20190604000192570 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 686 Old Cahaba Dr, Helena, AL 35080-7051

County: Shelby

Parcel Identification Number: 13 4 20 2 002 043.000

Client Code: OMEGA-XII-38

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

LOT 221, ACCORDING TO THE AMENDED MAP OF OLD CAHABA, WILLOW RUN SECTOR, AS RECORDED IN MAP BOOK 25 PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20200102000001830 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/25/2021 08:08:21 AM
\$43.00 CHERRY
20211025000515850

Exhibit A

Allen S. Beal

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(Shelby County, Alabama)