

20220719000283400
07/19/2022 08:19:04 AM
ASSIGN 1/8

PREPARED BY:
CAF TERM BORROWER MS, LLC
c/o CoreVest Finance
4 Park Plaza, Suite 900
Irvine, CA 92614
Attn: Post Closing

UPON RECORDATION RETURN TO:
Attn: Post-Closing Team
CoreVest Finance
4 Park Plaza, Suite 900
Irvine, CA 92614

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 April 14, 2022

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the April 14, 2022, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignor"), in favor of **COREVEST PURCHASER 2, 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 March 11, 2022 executed by OMEGA REZ 5C 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 SEVEN MILLION SIX HUNDRED SIXTY-NINE THOUSAND and No/100 Dollars (\$7,669,000.00) (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 Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 11, 2022, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on March 21, 2022, Instrument 20220321000114910 in the Real Property Records of Shelby County, Alabama (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:

(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]

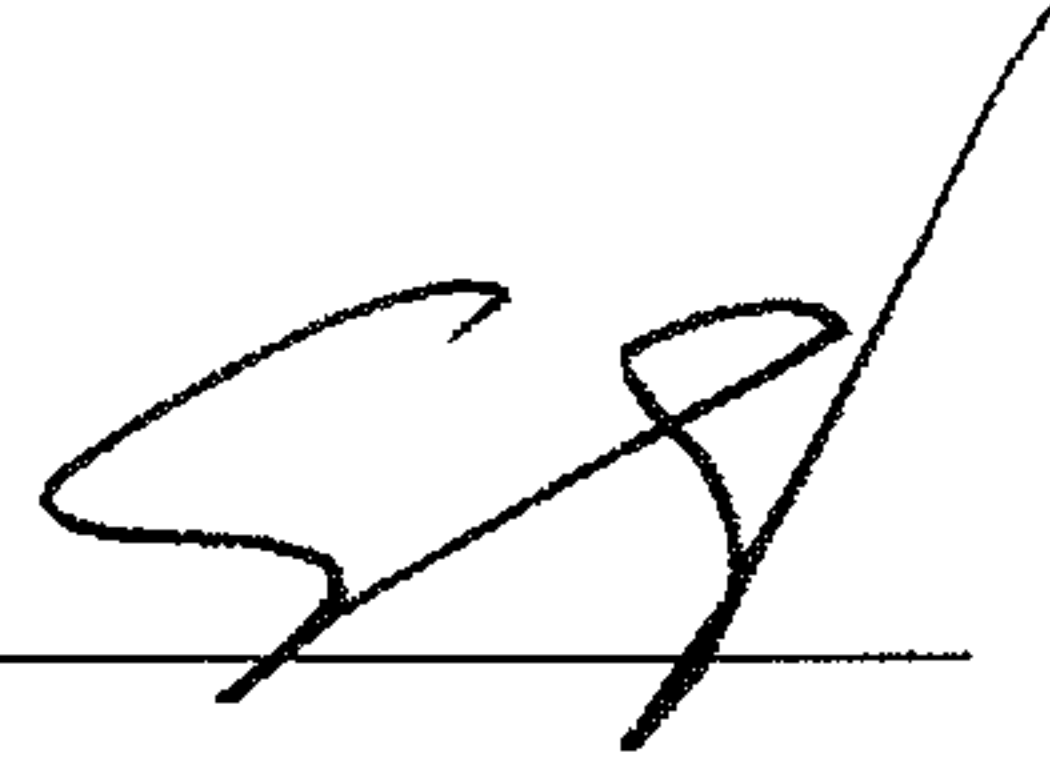
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IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

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

By: _____

A handwritten signature in black ink, appearing to be 'S Soun', written over a horizontal line.

Sokun Soun

Its: Authorized Signatory

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 April 14, 2022 before me, Christopher Monter Cablayan, Notary Public,
Date Here Insert Name and Title of the Officer

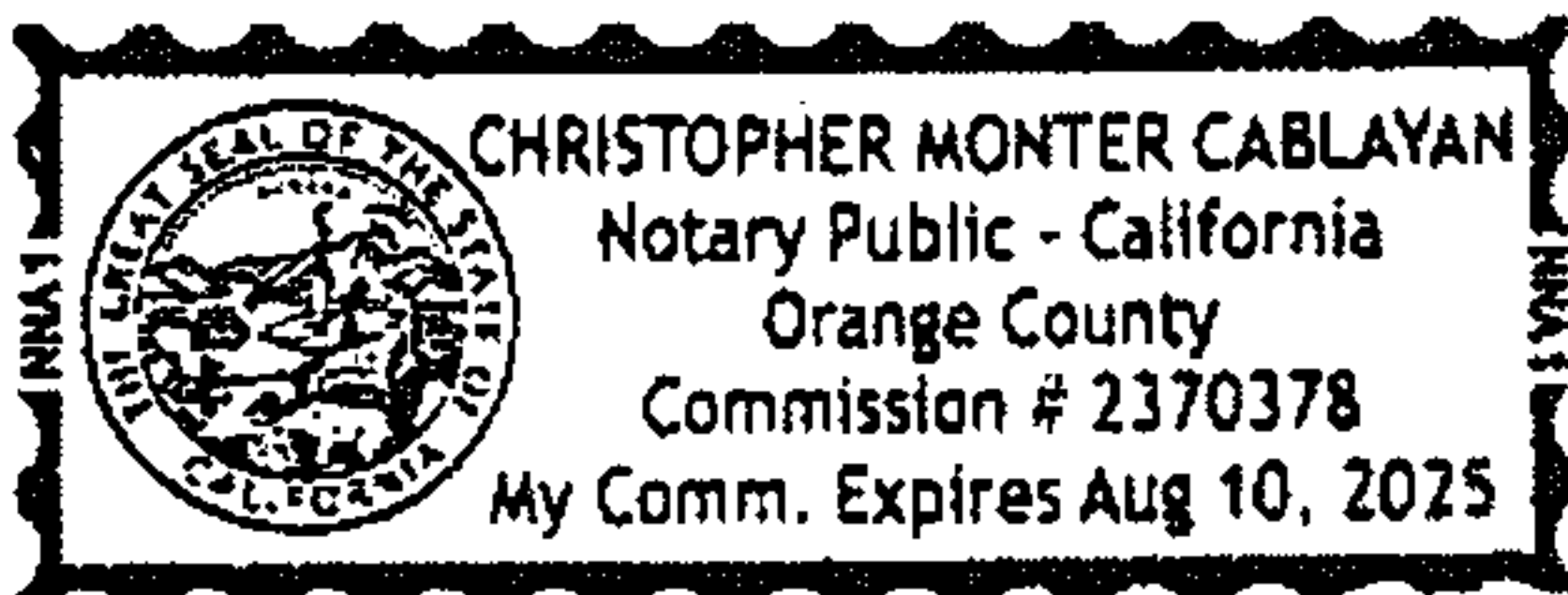
personally appeared Sokun Soun
Name(s) of Signer(s)

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 [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
1026 Ashley Brook Ln	Helena	AL	Shelby	35080-3343
1850 21st Ave	Calera	AL	Shelby	35040-6639
4008 Falliston Dr	Helena	AL	Shelby	35080-7127
420 Meadowlark Pl	Alabaster	AL	Shelby	35007-7410

EXHIBIT A

Legal Description

Address: 1026 Ashley Brook Ln, Helena, AL 35080-3343
County: Shelby
Parcel Identification Number: 13-5-21-4-004-010.000
Client Code: OMEGA-REZ-5C-58

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

LOT 10, ACCORDING TO THE MAP OR SURVEY OF ASHLEY BROOK TOWNHOMES, AS RECORDED IN MAP BOOK 22, PAGE 78, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210415000188530 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 1850 21st Ave, Calera, AL 35040-6639
County: Shelby
Parcel Identification Number: 35 2 03 1 001 017.000
Client Code: OMEGA-REZ-5C-59

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

LOT 2, IN BLOCK 264, ACCORDING TO THE SURVEY OF THE TOWN OF CALERA, ALABAMA, AS RECORDED BY RESURVEY OF THE ORIGINAL SURVEY OF THE TOWN OF CALERA IN PLAT BOOK 3, PAGE 123, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210510000231090 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 4008 Falliston Dr, Helena, AL 35080-7127
County: Shelby
Parcel Identification Number: 13-5-21-1-002-045.000
Client Code: OMEGA-REZ-5C-62

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

LOT 45, ACCORDING TO THE SURVEY OF FALLISTON, SECTOR 3 - PHASE I, AS RECORDED IN MAP BOOK 20, PAGE 140, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

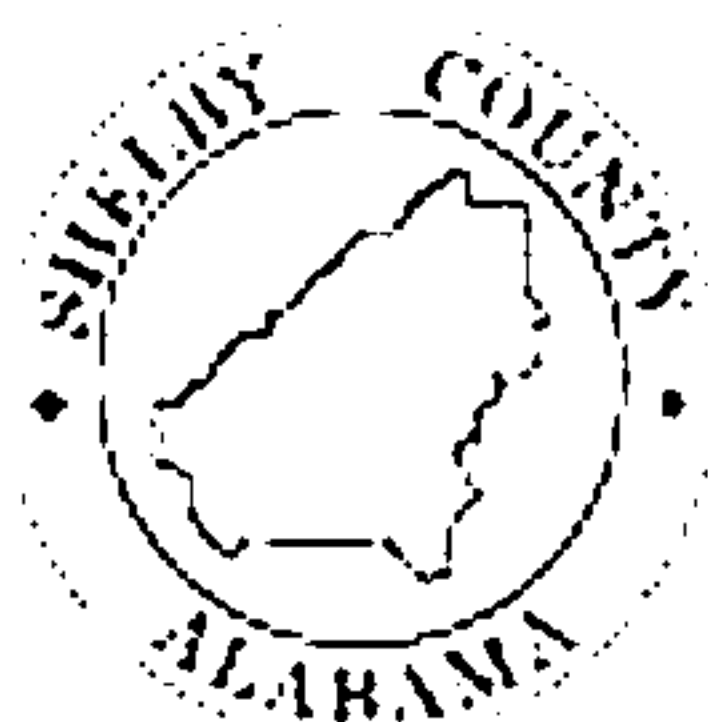
PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210702000323680 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 420 Meadowlark Pl, Alabaster, AL 35007-7410
County: Shelby
Parcel Identification Number: 23-5-22-0-001-051.031
Client Code: OMEGA-REZ-5C-63

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

LOT 6, BLOCK 1, ACCORDING TO THE SURVEY OF WILLOW GLEN, AS RECORDED IN MAP BOOK 7, PAGE 101, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210312000125660 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$43.00 JOANN
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Allen S. Bayl