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PREPARED BY:

CoreVest American Finance Lender LLC 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

UPON RECORDATION RETURN TO: COREVEST PURCHASER 2, LLC 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company

to

COREVEST PURCHASER 2, LLC, a Delaware limited liability company

Dated: As of September 22, 2022

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the September 22, 2022, is made by COREVEST AMERICAN FINANCE LENDER 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 September 22, 2022 executed by OMEGA REZ 6B 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 Five Million Four Hundred Forty-Five Thousand and No/100 Dollars (\$5,445,000.00) (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, <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 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, 2022, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on October 4, 2022 as Inst # 20221004000378930 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. <u>Representations and Warranties of Assignor</u>. 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. <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]

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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:

CoreVest American Finance Lender LLC, a Delaware limited liability company

By:

Sokun Soun

Its: Authorized Signatory

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ACKNOWLEDGMENT

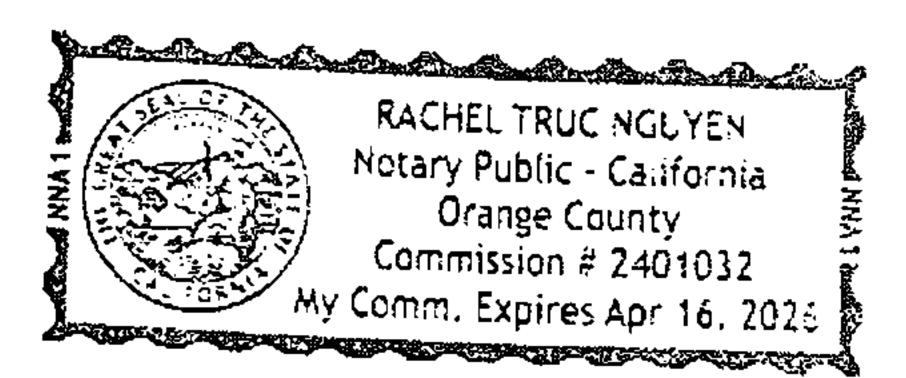
A notary public or other officer completing this certificate verifies only the identity of the individual who
signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity
of that document.

State of California	
County of Orange	

On September 27, 2022, before me, Rachel Truc Nguyen, 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	#W	(Seal

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SCHEDULE 1

Property List

Asset ID	APN	Address	City	State	Zip	County
951862	13-1-02-1-000-016-010	114 Chadwick Dr	Helena	AL	35080	Shelby
951863	13-6-13-4-003-035-000	125 Hidden Creek Cir	Pelham	AL	35124	Shelby
951869	11-7-36-1-002-007-000	1800 Tecumseh Trl	Pelham	AL	35124	Shelby
951887	136131002072000	425 Cambrian Ridge Trl	Pelham	AL	35124	Shelby
951902	13-1-12-2-003-041-000	710 Cahaba Manor Dr	Pelham	AL	35124	Shelby

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EXHIBIT A

Legal Description

PARCEL 1:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 35 ACCORDING TO THE SURVEY OF HIDDEN CREEK, AS RECORDED IN MAP BOOK 23, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC, AS DESCRIBED IN INST # 20211214000590600, DATED 12/14/2021, RECORDED 12/14/2021.

COMMONLY KNOWN AS: 125 HIDDEN CREEK CIR, PELHAM, AL 35124

TAX ID: 13 6 13 4 003 035.000

PARCEL 2:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 7, BLOCK 1, ACCORDING TO THE SURVEY OF WOODDALE, AS RECORDED IN MAP BOOK 5, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM MICHAEL L. DISMANG, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RONALD DISMANG, DECEASED TO CS EQUITY PARTNERS, LLC, AS DESCRIBED IN INST # 20220316000109050, DATED 2/28/2022, RECORDED 3/16/2022.

COMMONLY KNOWN AS: 1800 TECUMSEH TRL, PELHAM, AL 35124

TAX ID: 11 7 36 1 002 007.000

PARCEL 3:

LOT 8, ACCORDING TO THE SURVEY OF CHADWICK, SECTOR ONE, AS RECORDED IN MAP BOOK 17, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM RYAN C. WILSON AND DANIELLE P. WILSON, A MARRIED COUPLE TO CS EQUITY PARTNERS, LLC DATED 03/25/2022 AND RECORDED 03/28/2022 IN DEED INST # 20220328000123660 OF SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS 114 CHADWICK DR, HELENA, AL 35080

TAX ID: 13-1-02-1-000-016.010

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PARCEL 4:

LOT 72, ACCORDING TO THE SURVEY OF CAMBRIAN RIDGE, PHASE 3, AS RECORDED IN MAP BOOK 21, PAGE 147, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC, AS DESCRIBED IN INST # 20211112000546750, DATED 11/11/2021, RECORDED 11/12/2021.

COMMONLY KNOWN AS: 425 CAMBRIAN RIDGE TRL, PELHAM, AL 35124

TAX ID: 13 6 13 1 002 072.000

PARCEL 5:

LOT 87 AND THE NORTH 4.7 FEET OF LOT 88, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, AS RECORDED IN MAP BOOK 6, PAGE 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM ETERNITY & INFINITY INVESTMENTS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO CS EQUITY PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS DESCRIBED IN INST # 20210811000391430, DATED 8/9/2021, RECORDED 8/11/2021.

COMMONLY KNOWN AS: 710 CAHABA MANOR DR, PELHAM, AL 35124

TAX ID: 13 1 12 2 003 041.000

A H A N

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/04/2022 02:01:24 PM
\$43.00 PAYGE
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