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

UPON RECORDATION RETURN TO:

Attn: Tim Murray 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 7/29/2021

State: Alabama County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 7/29/2021, 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 June 25, 2021 executed by Marios Reality Group DE 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-ininterest to Assignor, in the stated principal amount of Two million forty-four thousand dollars and no cents (\$2,044,000.00) (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. 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 June 25, 2021, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on August 24, 2021 in the Real Property Records of Shelby County, Alabama, as Document No. 20210824000411400, Book, Page (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.

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- 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. <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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#35666147

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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:

Sokun Soun

Authorized Signatory

Signed this 3 day of August, 2021

in the presence of

Witness

Notary Public

My Commission Expires:

(NOTARY PUBLIC SEAL AFFIXED)

Signature Page

Assignment of Security Instrument (CAF TERM MS TO PURCHASER)

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) ss.

On August 31, 2021, before me, CORINE GODDARD, a 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 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity and that by his/her/their signature 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.

CORINE GODDARD (COMMISSION EXP. 10/26/2022)

NOTARY PUBLIC

CORINE GODDARD Notary Public - California Orange County Commission # 2264348 My Comm. Expires Oct 26, 2022

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) ss.

On August 31, 2021 , before me, CORINE GODDARD, personally appeared Christopher Terranova , the above named Witness to the foregoing instrument, who, being duly sworn, did depose and say that he/she knows SOKUN SOUN, the above named officer described herein and who executed the foregoing instrument, that said Witness was present and saw SOKUN SOUN execute the same; and that said witness at the same time subscribed his/her name as witness there to. 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.

CORINE GODDARD (COMMISSION EXP. 10/26/2022)

NOTARY PUBLIC

CORINE GODDARD Notary Public - California Orange County Commission # 2264348 My Comm. Expires Oct 26, 2022

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SCHEDULE 1

Property List

Address	City	State	Zip	County
301 Camden Cove Cir	Calera	AL	35040	Shelby
438 Savannah Cv	Calera	AL_	35040	Shelby

EXHIBIT A

Legal Description

Address: 301 Camden Cove Cir, Calera, AL 35040

County: Shelby

Parcel Identification Number: 28 5 16 2 002 031.000

Client Code: MARIOS-REALTY-GROUP-11

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS LOT 134, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 1, AS RECORDED IN MAP BOOK 25, PAGE 33 A, B & C, IN THE PROBATE

OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20060907000442720 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 438 Savannah Cv, Calera, AL 35040

County: Shelby

Parcel Identification Number: 22 9 31 2 003 008.000

Client Code: MARIOS-REALTY-GROUP-12

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS LOT 508, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR V, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 42, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20060516000230670 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/14/2022 01:08:24 PM
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