PREPARED BY:

COREVEST AMERICAN FINANCE DEPOSITOR LLC c/o CoreVest Finance
4 Park Plaza, Suite 900
Irvine, CA 92614
Attn: Post Closing

UPON RECORDATION RETURN TO:

Attn: Tim Murray OS National LLC 3097 Satellite Blvd, Ste 400 Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-3 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of October 12, 2021

State: Alabama County: Shelby

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 2/9

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the October 12, 2021, is made by COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-3 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as July 16, 2021 executed by OMEGA REZ 5B 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 Seven Million Six Hundred Thirty-Seven Thousand Four Hundred and No/100 Dollars (\$7,637,400.00) (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:

15. <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 July 16, 2021, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on July 26, 2021, in Instrument 20210726000359940 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.

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 3/9

- 16. <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.
- 17. 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.
- 18. <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.
- 19. <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.
- 20. <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.
- 21. <u>Partial Invalidity</u>. 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.

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 4/9

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

ASSIGNOR:

COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company

By:

Sokun Soun

Authorized Signatory

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 5/9 ACKNOWLEDGMENT

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

of that document.		
State of California County of Orange		
appeared Sokun Soun, who p name(s) is/are subscribed to t same in his/her/their authoriz person(s), or the entity upon	roved to me on the basis of the within instrument and ed capacity(ies), and that behalf of which the personant of the personant control of the per	Monter Cablayan, Notary Public, personally of satisfactory evidence to be the person(s) whose acknowledged to me that he/she/they executed to by his/her/their signature(s) on the instrument that h(s) acted, executed the instrument. Exert the laws of the State of California that the
WITNESS my hand	and official seal.	
		CHRISTOPHER MONTER CABLAYAN Notary Public - California Orange County Commission # 2370378 My Comm. Expires Aug 10, 2025

Signature_

(Seal)

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 6/9

SCHEDULE 1

Property List

Address	City	State	Zip	County
113 Meadowgreen Rd	Montevallo	AL	35115	Shelby
191 Creek Run Way	Calera	AL	35040	Shelby
192 Creek Run Way	Calera	AL	35040	Shelby
196 Creek Run Way	Calera	AL	35040	Shelby
205 Stonehaven Trce	Pelham	AL	35124	Shelby
218 Brookhollow Dr	Pelham	AL	35124	Shelby

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 7/9

EXHIBIT A

Legal Description

Address: 113 Meadowgreen Rd, Montevallo, AL 35115

County: Shelby

Parcel Identification Number: 27 1 02 0 002 030.000

Client Code: REZ-5B-60

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 7, BLOCK 2, ACCORDING TO THE SURVEY OF MEADOWGREEN, AS RECORDED IN MAP BOOK 6, PAGE 59, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210225000096430 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 191 Creek Run Way, Calera, AL 35040

County: Shelby

Parcel Identification Number: 35 2 10 0 002 047.000

Client Code: REZ-5B-61

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 97, ACCORDING TO THE FINAL PLAT OF SHILOH CREEK, PHASE II, SECTOR I, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 52, PAGE 80, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20210419000192590 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 192 Creek Run Way, Calera, AL 35040

County: Shelby

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 8/9

Parcel Identification Number: 35 2 10 0 002 007.000

Client Code: REZ-5B-62

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 231, ACCORDING TO THE FINAL PLAT OF SHILOH CREEK, PHASE II, SECTOR I, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 52, PAGE 80, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20210419000192590 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 196 Creek Run Way, Calera, AL 35040

County: Shelby

Parcel Identification Number: 35 2 10 0 002 008.000

Client Code: REZ-5B-63

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 232, ACCORDING TO THE FINAL PLAT OF SHILOH CREEK, PHASE II, SECTOR I, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 52, PAGE 80, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: WARRANTY DEED INSTRUMENT NUMBER 20210419000192590 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 205 Stonehaven Trce, Pelham, AL 35124

County: Shelby

Parcel Identification Number: 13 7 26 1 004 001.000

Client Code: REZ-5B-64

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 236, ACCORDING TO THE RECORD PLAT OF THE GLEN AT STONEHAVEN, AS RECORDED IN MAP BOOK 26, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

20221221000457560 12/21/2022 01:22:04 PM ASSIGN 9/9

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20210312000125640 OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 218 Brookhollow Dr, Pelham, AL 35124

County: Shelby

Parcel Identification Number: 13 6 13 1 001 006.008

Client Code: REZ-5B-65

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 7, ACCORDING TO THE SURVEY OF BROOK HOLLOW FIRST SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUITCLAIM DEED INSTRUMENT NUMBER 20191121000434150 OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/21/2022 01:22:04 PM
\$46.00 BRITTANI
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