20230301000055790 03/01/2023 10:21:13 AM ASSIGN 1/10

PREPARED BY: Chien Le COREVEST PURCHASER 2 LLC

c/o Core Vest Finance 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

UPON RECORDATION RETURN TO: CAF BORROWER GS LLC 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST PURCHASER 2, LLC, a Delaware limited liability company

to

CAF BORROWER GS LLC, a Delaware limited liability company

Dated: As of February 9, 2023

State: Alabama

County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the February 9, 2023, is made by COREVEST PURCHASER 2, LLC, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignor"), in favor of CAF BORROWER GS 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 February 9, 2023 executed by OMEGA REZ 2A 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 EIGHTY FIVE THOUSAND FIVE HUNDRED and No/100 Dollars (\$5,085,500.00) (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, <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 February 9, 2023, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on March 1, 2023 as Inst # 20230301000055480 n 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:

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- (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 PURCHASER 2, LLC,

a Delaware limited liability company

By:

Sokun Soun

Its: Authorized Signatory

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ACKNOWLEDGMENT

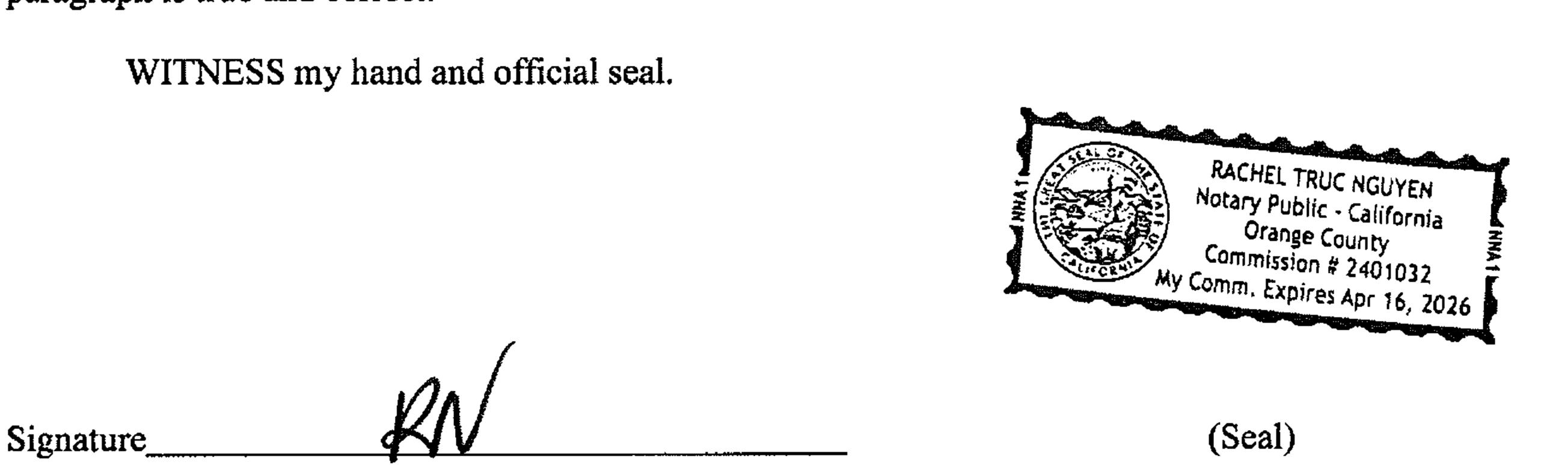
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.						
State of California)					
County of Orange)					
		Notary Public, personally appeared Sokun of the person(s) whose name(s) is/are				

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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.



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SCHEDULE 1

Property List

					ZIP
PARCELID	PROPERTY ADDRESS	CITY	COUNTY	SILTE	
28-4-17-4-004-045.000	1020 Garnet Dr	Calera	Shelby	AL	35040
13-1-02-4-002-052.000	108 Sommersby Circle	Pelham	Shelby	AL	35124
13-6-13-2-004-010.000	118 Canyon Trl	Pelham	Shelby	AL	35124
28-5-16-2-006-013.000	145 Mayfair Ln	Calera	Shelby	AL	35040
23-2-10-1-004-051.000	153 Ashford Way	Alabaster	Shelby	AL	35007
22-9-31-1-004-008.000	154 Charlton Ln	Calera	Shelby	AL	35040
13-1-01-4-401-002.045	2025 Chandalar Ct	Pelham	Shelby	AL	35124
35-1-11-0-003-019.000	203 Saratoga Ln	Calera	Shelby	AL	35040
13-1-01-4-401-002.004	2056 Chandalar Ct	Pelham	Shelby	AL	35124
13-8-28-1-004-080.000	301 Rocky Ridge Cir	Helena	Shelby	AL	35080
28-4-20-1-001-016.009	413 Meriweather Lane	Calera	Shelby	AL	35040
13-5-22-3-003-030.000	8013 Rockhampton Cir	Helena	Shelby	AL	35080

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EXHIBIT A

Legal Description

PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 73, ACCORDING TO THE SURVEY OF EMERALD RIDGE SECTOR III, AS RECORDED IN MAP BOOK 39, PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 1020 GARNET DRIVE, CALERA, AL 35040

TAX ID: 28-4-17-4-004-045.000

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 205, ACCORDING TO THE AMENDED MAP OF FINAL PLAT CAMDEN COVE SECTOR 6, AS RECORDED IN MAP BOOK 30, PAGE 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

BEING THE SAME PROPERTY AS CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED ON 01/12/2018 RECORDED ON 02/02/2018, IN INSTRUMENT NO. 20180202000037300, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 145 MAYFAIR LN, CALERA, AL 35040

TAX ID: 28-5-16-2-006-013.000

PARCEL 3:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 51, ACCORDING TO THE SURVEY OF CAMBRIDGE POINTE, 2ND SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 153 ASHFORD WAY, ALABASTER, AL 35007

TAX ID: 23-2-10-1-004-051.000

PARCEL 4:

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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 CHANDALAR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 24, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 2025 CHANDALAR COURT, PELHAM, AL 35124

TAX ID: 13-1-01-4-401-002.045

PARCEL 5:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 4, ACCORDING TO THE SURVEY OF CHANDALAR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 24, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 2056 CHANDALAR COURT, PELHAM, AL 35124

TAX ID: 13-1-01-4-401-002.004

PARCEL 6:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 80, ACCORDING TO THE SURVEY OF ROCKY RIDGE TOWNHOMES, PHASE ONE, AS RECORDED IN MAP BOOK 22 PAGE 132 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 301 ROCKY RIDGE CIRCLE, HELENA, AL 35080

TAX ID: 13-8-28-1-004-080.000

PARCEL 7:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 9, ACCORDING TO THE SURVEY OF MERIWEATHER, SECTOR 1, AS RECORDED IN MAP BOOK 24, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180202000037300, RECORDED 02/02/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 413 MERIWEATHER LANE, CALERA, AL 35040

TAX ID: 28-4-20-1-001-016.009

PARCEL 8:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 408, ACCORDING TO THE SURVEY OF WYNDHAM ROCKHAMPTON SECTOR, AS RECORDED IN MAP BOOK 23, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

BEING THE SAME PROPERTY AS CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED ON 1/12/2018 RECORDED ON 2/2/2018, IN INSTRUMENT NO. 20180202000037300, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 8013 ROCKHAMPTON CIR, HELENA, AL 35080

TAX ID: 13-5-22-3-003-030.000

PARCEL 9:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 52, ACCORDING TO THE SURVEY OF SOMMERSBY TOWNHOMES, AS RECORDED IN MAP BOOK 20, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180730000269370, RECORDED 07/30/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 108 SOMMERSBY CIRCLE, PELHAM, AL 35124

TAX ID: 13-1-02-4-002-052.000

PARCEL 10:

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 SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19, PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED ON 7/13/2018 RECORDED ON 7/30/2018, IN INSTRUMENT NO. 20180730000269370, SHELBY COUNTY RECORDS

COMMONLY KNOWN AS: 118 CANYON TRL, PELHAM, AL 35124

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TAX ID: 13-6-13-2 004-010.000

PARCEL 11:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 74, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR II, PHASE III, AS RECORDED IN MAP BOOK 29, PAGE 13, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED ON 7/13/2018 RECORDED ON 7/30/2018, IN INSTRUMENT NO. 20180730000269370, SHELBY COUNTY RECORDS

COMMONLY KNOWN AS: 154 CHARLTON LN, CALERA, AL 35040

TAX ID: 22-9-31-1-004-008.000

PARCEL 12:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 32, ACCORDING TO THE SURVEY OF COTTAGE OF SARATOGA AS RECORDED IN MAP BOOK 31, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM OMEGA REALTY HOLDINGS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO OMEGA RESIDENTIAL HOLDINGS VII, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN INSTRUMENT NO. 20180730000269370, RECORDED 07/30/2018 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 203 SARATOGA LANE, CALERA, AL 35040

TAX ID: 35-1-11-0-003-019.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/01/2023 10:21:13 AM
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