

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 March 16, 2023

**State:** Alabama

**County:** Shelby

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the March 16, 2023, 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 March 16, 2023 executed by OMEGA REZ 6C 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 SIX MILLION SEVENTY THOUSAND and No/100 Dollars (\$6,070,000.00) (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 16, 2023, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on April 11, 2023 in Inst # 20230411000102050 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]**

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:

  
\_\_\_\_\_  
Michael Minck  
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 March 22nd, 2023 before me, Briana Justine Haase, Notary Public,  
*Date Here Insert Name and Title of the Officer*

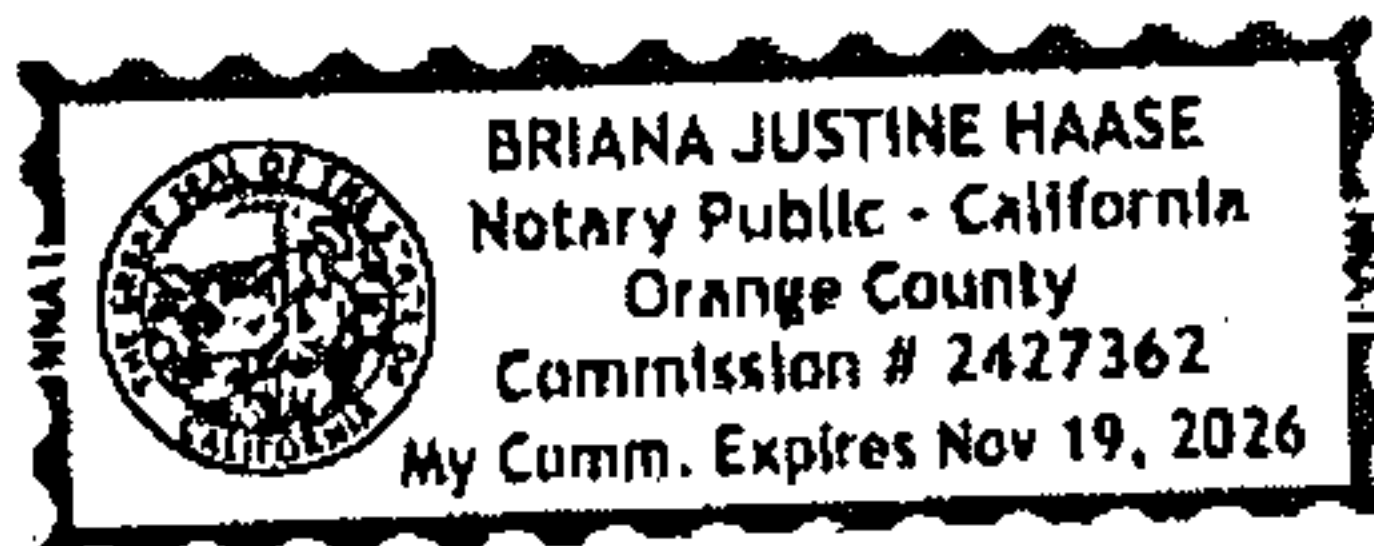
personally appeared Michael Minck  
*Name(s) of Signer(s)*

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

Asset ID	APN	Address	City	State	Zip	County
1017463	284174003002000	1077 Emerald Ridge Dr	Calera	AL	35040	Shelby
1017466	13-8-27-3-000-001.160	1240 Amberley Woods Dr	Helena	AL	35080	Shelby
1017468	13-7-26-1-002-030.000	128 King James Ct	Alabaster	AL	35007	Shelby
1017482	13-6-13-3-003-033.000	232 Laurel Cir	Pelham	AL	35124	Shelby
1017485	285162002035000	317 Camden Cove Cir	Calera	AL	35040	Shelby
1017488	13-8-34-4-001-024.000	514 Navajo Cir	Alabaster	AL	35007	Shelby
1017495	284200000081000	899 Meriweather Dr	Calera	AL	35040	Shelby
1017499	35-2-03-1-001-030.000	2111 16th Street Unit 1	Calera	AL	35040	Shelby
1017500	35-2-03-1-001-030.000	2111 16th Street Unit 2	Calera	AL	35040	Shelby
1017501	35-2-03-1-001-030.000	2111 16th Street Unit 3	Calera	AL	35040	Shelby
1017502	35-2-03-1-001-030.000	2111 16th Street Unit 4	Calera	AL	35040	Shelby
1017503	352031001051000	1960 22nd Avenue Unit 1	Calera	AL	35040	Shelby
1017504	352031001051000	1960 22nd Avenue Unit 2	Calera	AL	35040	Shelby
1017505	352031001051000	1960 22nd Avenue Unit 3	Calera	AL	35040	Shelby
1017506	352031001051000	1960 22nd Avenue Unit 4	Calera	AL	35040	Shelby
1017507	23-6-14-4-001-010.001	53 Robinson Drive Unit 1	Alabaster	AL	35007	Shelby
1017508	23-6-14-4-001-010.001	53 Robinson Drive Unit 2	Alabaster	AL	35007	Shelby

**EXHIBIT A**

Legal Description

LOT 17, ACCORDING TO THE SURVEY OF EMERALD RIDGE SECTOR II, AS RECORDED IN MAP BOOK 38, PAGE 112, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC IN QUITCLAIM DEED INSTRUMENT NO. 20211027000520640, DATED 10/27/2021 RECORDED 10/27/2021, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

COMMONLY KNOWN AS: 1077 EMERALD RIDGE DRIVE, CALERA, AL 35040

PARCEL ID: 284174003002000

LOT 54, ACCORDING TO THE AMENDED MAP OF A SUBDIVISION FOR SINGLE FAMILY RESIDENCES OF AMBERLEY WOODS, 6TH SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 48, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC IN QUITCLAIM DEED INSTRUMENT NO. 20211130000570520, DATED 11/30/2021 RECORDED 11/30/2021, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

COMMONLY KNOWN AS: 1240 AMBERLEY WOODS DR, HELENA, AL 35080

TAX ID: 138273000001160

LOT 33, ACCORDING TO THE SURVEY OF LAUREL CLIFFS, FIRST ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 95, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM LORI KRAUSS, AN UNMARRIED INDIVIDUAL TO CS EQUITY PARTNERS, LLC IN WARRANTY DEED INSTRUMENT NO. 20220321000115680, DATED 3/21/2022 RECORDED 3/21/2022, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS: 232 LAUREL CIR, PELHAM, AL 35124

TAX ID: 13-6-13-3-003-033.000

LOT 138, ACCORDING TO THE SURVEY OF CAMDEN COVE SECTOR 1, AS RECORDED IN MAP BOOK 25, PAGE 33 A, B AND C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC, DATED ON 11/19/2021 RECORDED ON 11/19/2021, IN INSTRUMENT NO. 20211119000559470, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 317 CAMDEN COVE CIR CALERA, AL 35040

TAX ID: 285162002035000

LOT 6, ACCORDING TO THE SURVEY OF FERNWOOD SECOND SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 63, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM JESSE H. THOMAS AND HEATHER LOUISE THOMAS, HUSBAND AND WIFE TO CS EQUITY PARTNERS, LLC DATED ON 3/18/2022 RECORDED ON 3/18/2022, IN INSTRUMENT NO. 20220318000112600, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 514 NAVAJO CIR ALABASTER, AL 35007

PARCEL #: 138344001024000

LOT 10, ACCORDING TO THE SURVEY OF THE MEADOWS AT MERIWEATHER, PHASE 1, AS RECORDED IN MAP BOOK 33, PAGE 69, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC DATED ON 7/5/2022 RECORDED ON 7/06/2022, IN INSTRUMENT NO. 20220706000266490, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 899 MERIWEATHER DR., CALERA, AL 35040

TAX ID: 284200000081000

A LOT IN THE TOWN OF CALERA, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE 545.6 FEET SOUTH OF THE INTERSECTION OF THE SOUTH LINE OF SMITH STREET, KNOWN AS 20TH AVENUE, WITH THE EAST LINE OF CALERA STREET, ALSO KNOWN AS 16TH STREET, ACCORDING TO DUNSTAN'S SURVEY, FOR THE POINT OF BEGINNING OF LOT HEREIN DESCRIBED; RUN THENCE NORTH ALONG THE EAST LINE OF CALERA STREET OR 16TH STREET FOR A DISTANCE OF 100 FEET; THENCE RUN IN AN EASTERLY DIRECTION AND PARALLEL WITH SMITH STREET OR 20TH AVENUE A DISTANCE OF 174.25 FEET; RUN THENCE SOUTH PARALLEL WITH CALERA STREET OR 16TH STREET A DISTANCE OF 100 FEET TO APPOINT; THENCE RUN WEST AND PARALLEL WITH SMITH STREET OR 20TH AVENUE A DISTANCE OF 174.25 FEET TO POINT OF BEGINNING.



BEING THE SAME PROPERTY AS CONVEYED FROM CS EQUITY PARTNERS, LLC TO STAR PROPERTIES, LLC AS DESCRIBED IN FORECLOSURE DEED, DATED 3/25/2022, RECORDED 3/28/2022, IN INSTRUMENT # 20220328000124380, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 2111 16TH ST, CALERA, AL 35040

PARCEL #: 352031001030000

LOTS NO. 15 AND 16 IN BLOCK 252, ACCORDING TO J.H DUNSTAN'S SURVEY OF THE TOWN OF CALERA, ALABAMA, AS RECORDED IN MAP BOOK 0, PAGE 1 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM CS EQUITY PARTNERS, LLC TO STAR PROPERTIES, LLC AS DESCRIBED IN QUIT CLAIM DEED, DATED 3/25/2022, RECORDED 3/28/2022, IN INSTRUMENT #: 20220328000124390, SHELBY COUNTY RECORDS.

COMMONLY KNOWN AS: 1960 22ND AVE, CALERA, AL 35040

PARCEL #: 352031001051000

A TRACT OF LAND SITUATED IN THE SW 1/4 OF SE 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID 1/4-1/4 SECTION AND RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 282.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SMOKEY ROAD; THENCE TURN AN ANGLE OF 102 DEGREES 34 MINUTES TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.00 FEET; THENCE TURN AN ANGLE OF 102 DEGREES 34 MINUTES TO LEFT AND RUN PARALLEL TO THE WEST LINE OF ABOVE SAID 1/4-1/4 SECTION FOR A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME SAID COURSE FOR 105.00 FEET; THENCE TURN AN ANGLE OF 92 DEGREES 27 MINUTES TO RIGHT FOR A DISTANCE OF 180.00 FEET TO THE WEST LINE OF THE PUBLIC ROAD; THENCE TURN AN ANGLE OF 87 DEGREES 33 MINUTES TO RIGHT ALONG WEST LINE OF PUBLIC ROAD FOR A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 92 DEGREES 27 MINUTES TO RIGHT FOR A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED FROM CHAMBERS HOLDINGS, LLC TO CS EQUITY PARTNERS, LLC, DEED DATED ON 6/25/2021 RECORDED ON 6/28/2021, IN INSTRUMENT NO. 20210628000312640, SHELBY COUNTY RECORDS

COMMONLY KNOWN AS: 53 ROBINSON DR, ALABASTER, AL 35007

TAX ID: 236144001010001

LOT 30, ACCORDING TO THE SURVEY OF SPRING GATE, SECTOR ONE, PHASE TWO, AS RECORDED IN MAP BOOK 18, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED FROM BHM CAPITAL, LLC TO CS EQUITY PARTNERS, LLC IN INSTRUMENT NO. 20220314000105140, RECORDED 03/14/2022 OF SHELBY COUNTY, ALABAMA RECORDS.

COMMONLY KNOWN AS: 128 KING JAMES COURT, ALABASTER, AL 35007

TAX ID: 137261002030000



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/12/2023 08:12:25 AM  
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*Allen S. Bayl*