

PREPARED BY:
COREVEST PURCHASER 2 LLC
c/o CoreVest 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 January 31, 2024
State: Alabama
County: Shelby

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the January 31, 2024, 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 January 31, 2024 executed by OMEGA REZ 6E 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 Ten Million Seven Hundred Eleven Thousand Five Hundred and No/100 Dollars (\$10,711,500.00) (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, 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 January 31, 2024, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on February 12, 2024 in Inst # 20240212000034980 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.

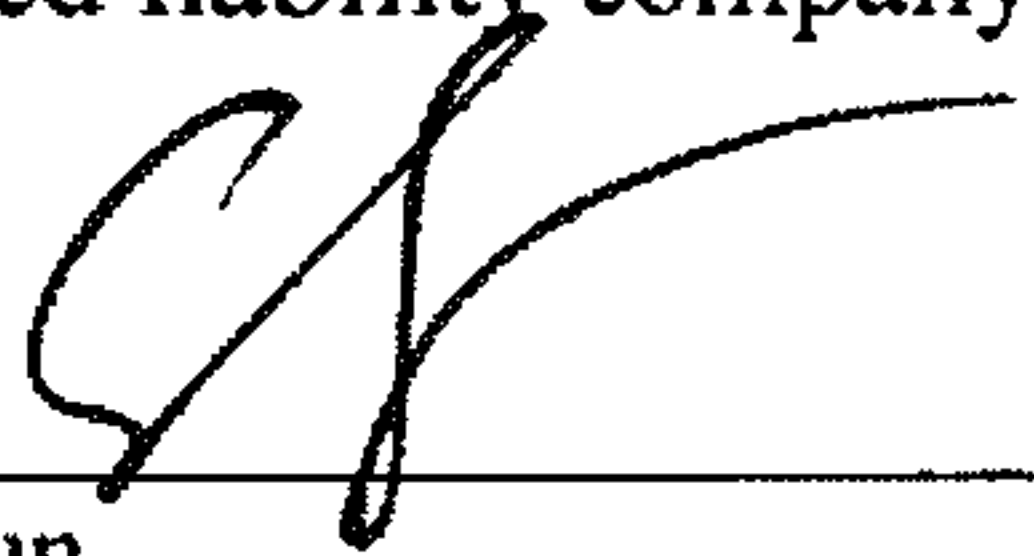
[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

COREVEST PURCHASER 2, LLC,
a Delaware limited liability company

By:



Sokun Soun

Its: Authorized Signatory

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.

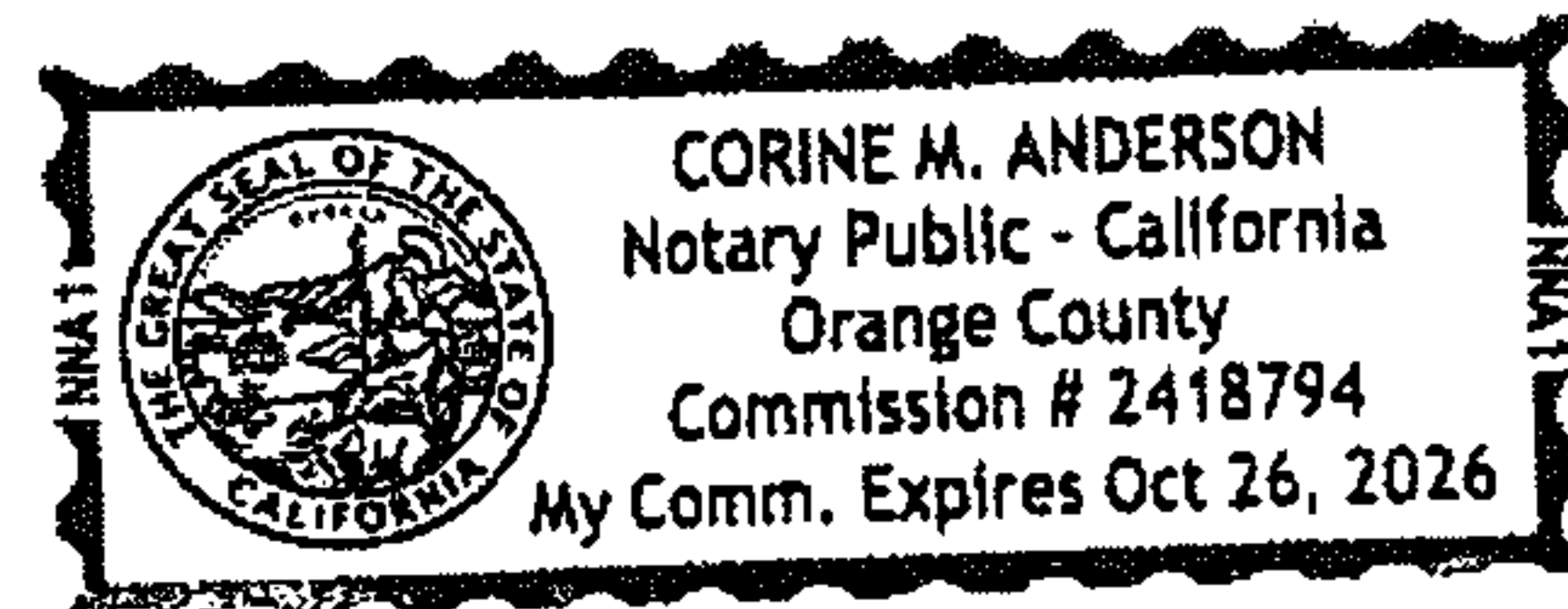
State of California
County of Orange

On February 6, 2024, before me, Corine M. Anderson, 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 _____



(Seal)

SCHEDULE 1**Property List**

Address	City	State	County	Zip	Parcel ID
1013 Ashley Brook Lane	Helena	AL	Shelby	35080-3344	13 5 21 4 004 073.000
117 King James Court	Alabaster	AL	Shelby	35007-9197	13 7 26 1 002 032.000
184 Hidden Trace Court	Montevallo	AL	Shelby	35115-5933	23 7 35 0 004 012.000
2029 Fairbank Circle	Chelsea	AL	Shelby	35043-7235	09 7 36 1 003 003.000
2130 Forest Lakes Lane	Sterrett	AL	Shelby	35147-8150	09 5 22 0 003 045.000
252 Chesser Park Drive	Chelsea	AL	Shelby	35043-8197	09 8 27 0 004 084.000
259 Stonecreek Place	Calera	AL	Shelby	35040-7659	28 3 06 0 004 043.000
4023 Forest Lakes Road	Sterrett	AL	Shelby	35147-8165	09 5 22 0 006 005.000
724 Cahaba Manor Trail	Pelham	AL	Shelby	35124-1552	13 1 12 2 002 003.055

EXHIBIT A

Legal Description

Address: 1013 Ashley Brook Lane, Helena, AL 35080-3344

County: Shelby

Parcel Identification Number: 13 5 21 4 004 073.000

Client Code: OMEGA-REZ6E-55

LOT 73, ACCORDING TO THE SURVEY OF ASHLEY BROOK, AS RECORDED IN MAP BOOK 22, PAGE 78, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER 20221011000385410 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 117 King James Court, Alabaster, AL 35007-9197

County: Shelby

Parcel Identification Number: 13 7 26 1 002 032.000

Client Code: OMEGA-REZ6E-56

LOT 32, 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.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER 20230322000078950 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 184 Hidden Trace Court, Montevallo, AL 35115-5933

County: Shelby

Parcel Identification Number: 23 7 35 0 004 012.000

Client Code: OMEGA-REZ6E-57

LOT 22, ACCORDING TO THE PLAT OF THE LAKES AT HIDDEN FOREST, PHASE 2, AS RECORDED IN MAP BOOK 37, PAGES 122 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: FORECLOSURE DEED INSTRUMENT NUMBER 20220613000234630 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 2029 Fairbank Circle, Chelsea, AL 35043-7235

County: Shelby

Parcel Identification Number: 09 7 36 1 003 003.000

Client Code: OMEGA-REZ6E-58

LOT 3-69, ACCORDING TO THE PLAT OF CHELSEA PARK 3RD SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 23 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA PARK, A RESIDENTIAL SUBDIVISION, EXECUTED BY CHELSEA PARK INC. AND FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHELSEA PARK 3RD SECTOR

EXECUTED BY CHELSEA PARK HOMES, INC. AND CHELSEA PARK RESIDENTIAL ASSOCIATION, INC., AND RECORDED AS INSTRUMENT NO. 20041014000566970 (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER 20220706000266480 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 2130 Forest Lakes Lane, Sterrett, AL 35147-8150

County: Shelby

Parcel Identification Number: 09 5 22 0 003 045.000

Client Code: OMEGA-REZ6E-59

LOT 124, ACCORDING TO THE MAP AND SURVEY OF FOREST LAKES SECTOR 2 PHASE 1, AS RECORDED IN MAP BOOK 29, PAGE 114, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER 20221010000384380 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 252 Chesser Park Drive, Chelsea, AL 35043-8197

County: Shelby

Parcel Identification Number: 09 8 27 0 004 084.000

Client Code: OMEGA-REZ6E-60

LOT 84, ACCORDING TO THE SURVEY OF COTTAGES AT CHESSER, PHASE I, AS RECORDED IN MAP BOOK 33, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: FORECLOSURE DEED INSTRUMENT NUMBER 20221122000431190 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 259 Stonecreek Place, Calera, AL 35040-7659

County: Shelby

Parcel Identification Number: 28 3 06 0 004 043.000

Client Code: OMEGA-REZ6E-61

LOT 154, ACCORDING TO THE FINAL PLAT STONECREEK PHASE 3, AS RECORDED IN MAP BOOK 36, PAGE 37, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER 20220719000283990 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 4023 Forest Lakes Road, Sterrett, AL 35147-8165

County: Shelby

Parcel Identification Number: 09 5 22 0 006 005.000

Client Code: OMEGA-REZ6E-62

LOT 509, ACCORDING TO THE MAP AND SURVEY OF FOREST LAKES, 10TH SECTOR, AS RECORDED IN MAP BOOK 31, PAGES 25 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: QUIT CLAIM DEED INSTRUMENT NUMBER
20230112000010230 BOOK PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.

Address: 724 Cahaba Manor Trail, Pelham, AL 35124-1552

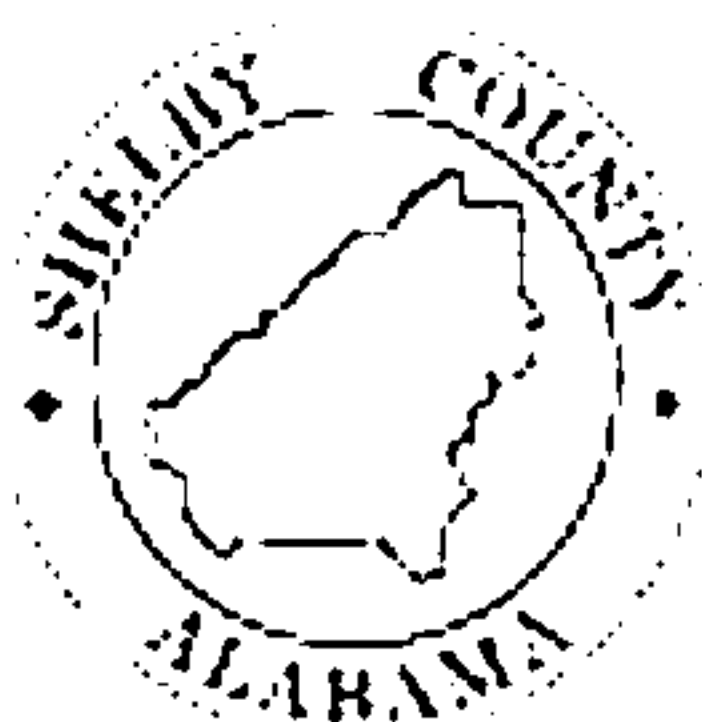
County: Shelby

Parcel Identification Number: 13 1 12 2 002 003.055

Client Code: OMEGA-REZ6E-63

LOT 68, EXCEPT THE NORTH 5 FEET THEREOF, ACCORDING TO THE SURVEY OF CAHABA
MANOR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 57, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PRIOR INSTRUMENT REFERENCE: DEED INSTRUMENT NUMBER 20220509000190020 BOOK
PAGE OF THE SHELBY COUNTY, ALABAMA RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/15/2024 09:57:34 AM
\$46.00 BRITTANI
20240215000038020

Allen S. Bayl