

PREPARED BY:  
CAF BORROWER GS 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

**CAF BORROWER GS LLC,**  
a Delaware limited liability company

to

**COREVEST PURCHASER 2, LLC,**  
a Delaware limited liability company

**Dated:** As of August 20, 2024

**State:** Alabama

**County:** Shelby

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the August 20, 2024, is made by **CAF BORROWER GS 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 May 31, 2024 executed by RCS 1A LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, predecessor-in-interest to Assignor, in the stated principal amount of Seven Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$7,575,000.00) (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 May 31, 2024, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on June 12, 2024 as Inst # 20240612000174380 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:**

**CAF BORROWER GS 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 )

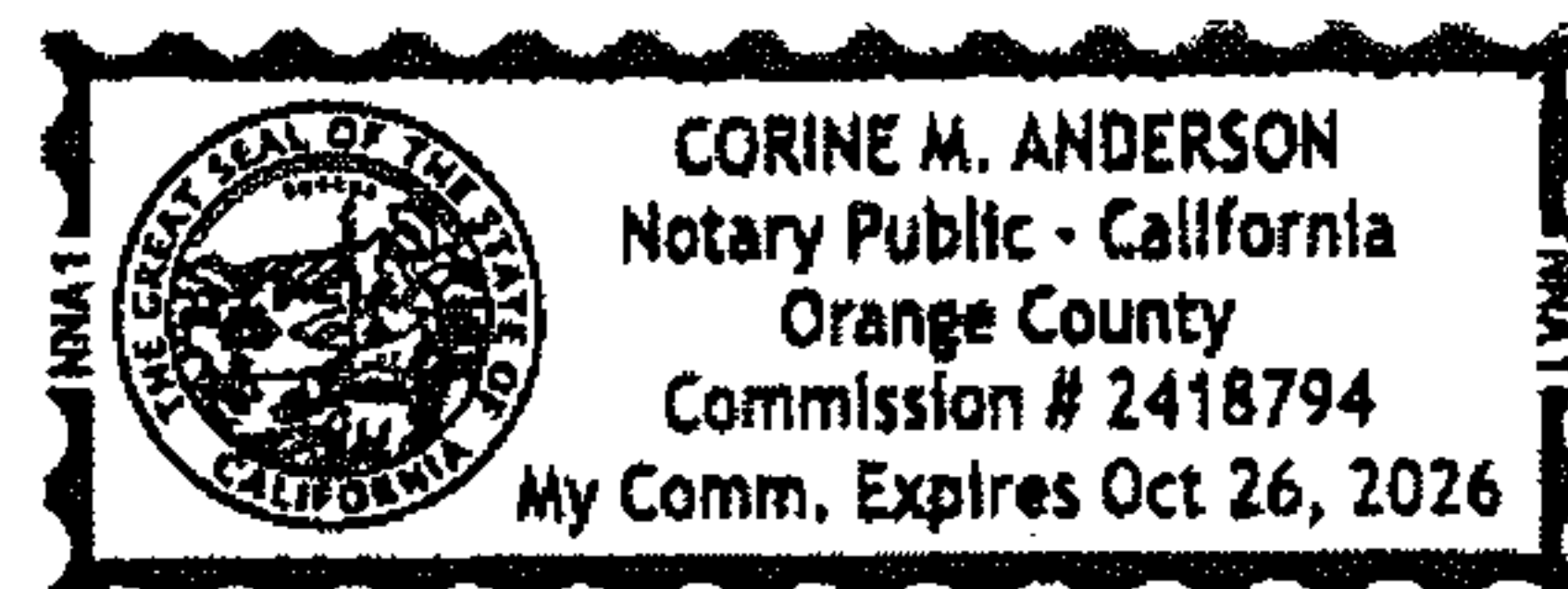
On August 20, 2024, before me, Corine M. Anderson, Notary Public, personally appeared Sokun Soun, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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\_

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(Seal)

**SCHEDULE 1**

**Property List**

Address	City	State	County	Zip	Parcel ID
8218 Highway 119 Units 1-28	Alabaster	AL	Shelby	35007-7535	23 6 23 2 001 001.001 and 23 6 23 2 001-001.002

Mortgage (*Alabama*)



**EXHIBIT A****Legal Description**

Address: 8218 Highway 119 Units 1-28, Alabaster, AL 35007-7535  
 County: Shelby  
 Parcel Identification Number: 23 6 23 2 001 001.001 and 23 6 23 2 001-001.002  
 Client Code: OMEGA-OW-04  
**PARCEL 1:**

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 23, Township 21 South, Range 3 West, and run South along the East line of said 1/4 - 1/4 a distance of 289.16 feet to a point on the North line of Green Valley Subdivision as recorded in Map Book 5, Page 94 in the Shelby County Probate Office; thence turn 91 degrees right and run West along the said North line of said subdivision 575 feet to the Point of Beginning: Thence continue along last described course 579.15 feet to a point on the East right of way line of Alabama Highway 119; thence run 84 degrees 04 minutes 05 seconds right to tangent and run North - Northwest along the arc of a highway curve to the left, having a central angle of 14 degrees 09 minutes 05 seconds a radius of 1072.35 feet and a tangent of 133.24 feet, an arc distance of 265.12 feet to an existing property corner; thence run 105 degrees 17 minutes 33 seconds right from tangent and run East along a monumented (by corners and fences) adversely occupied property line accepted by surveyor Conn a distance of 139.27 feet to an existing property corner thence turn 6 degrees 20 minutes 35 seconds right and run 150 feet to an existing property corner; thence turn 1 degree 39 minutes left and continue along adversely occupied property line a distance of 350 feet to an existing property corner, thence run 90 degrees 08 minutes 04 seconds right and run South a distance of 265.97 feet to the Point of Beginning.

Tax ID: 23-6-23-2-001-001.001

**PARCEL 2:**

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 23, Township 21 South, Range 3 West, and run South along the East line of said 1/4 - 1/4 a distance of 289.16 feet to a point on the North line of the Green Valley Subdivision as recorded In Map Book 5, Page 94, in the Shelby County Probate office, thence turn 91 degrees right and run West along the said North line of said subdivision 180.03 feet to the Point of Beginning: Thence continue along East along described course 394.97 feet to an existing property corner, thence turn 90 degrees 00 minutes 19 seconds right and run North a distance of 265.97 feet to an existing property corner along a monumented (by corners end fences) adversely occupied property line accepted by surveyor Conn; thence turn 89 degrees 51 minutes 58 seconds right and run East along said adversely occupied property line a distance of 180.73 feet to an existing property corner, thence turn 00 degrees 48 minutes 17 seconds right and continue along said property line a distance of 167.01 feet to an existing property corner, thence turn 0 degrees 32 minutes 06 seconds right and continue along said adversely occupied line a distance of 47.23 feet to an existing property corner; thence turn 88 degrees 47 minutes 22 seconds right and run South a distance of 263.41 feet to the Point of Beginning.

Tax ID: 23-6-23-2-001-001.002

Reference - Plat Book 58, Page 8.

Less and except any part sold to the Alabama Department of Transportation by deed recorded in Instrument No. 20210317000133790.

Being the Same Property Conveyed to CS Equity Partners, LLC, an Alabama limited liability company, Grantee, from Madison Earl Development, LLC, a Utah limited liability company, Grantor, by Warranty Deed recorded 01/03/2024 as Instrument 20240103000000850 in the Shelby County Records.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/17/2024 09:26:32 AM  
 \$40.00 CHARITY  
 20240917000288750

Exhibit A

Mortgage (*Shelby County, Alabama*)

*Allen S. Bayl*