

**PREPARED BY:**

**CoreVest American Finance Lender LLC**  
4 Park Plaza, Suite 900  
Irvine, CA 92614

**UPON RECORDATION RETURN TO:**

**OS National, LLC**  
3097 Satellite Blvd., Suite 400  
Duluth, GA 30096  
(770) 497-9100

**ASSIGNMENT OF SECURITY INSTRUMENT**

by

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

to

**CAF TERM BORROWER MS, LLC,**  
a Delaware limited liability company

**Dated:** As of March 5, 2021

**State:** Utah

**County:** Weber

## ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this "Assignment"), dated as of March 5, 2021, is made by **COREVEST PURCHASER 2, LLC**, a Delaware limited liability company, successor by assignment to CoreVest American Finance Lender LLC ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614, ("Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of March 5, 2021, executed by **DISF SERIES I 2021 LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CoreVest"), predecessor-in-interest to Assignor, in the stated principal amount of Two Million Two Hundred Twenty Thousand Five Hundred and No/100 Dollars (\$2,220,500.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Weber, State of Utah, identified on Schedule 1 attached hereto and made a part hereof and more particularly described on Exhibit A, attached 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 instruments, 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 Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 5, 2021, executed by Borrower for the benefit of CoreVest, as lender, and recorded on March 8, 2021 in the Real Property Records of Weber County, Utah, as Inst # 3132326, as assigned by that certain Assignment of Security Instrument from CoreVest, as assignor, to Assignor, as assignee (as so assigned, the "Security Instrument"), in respect of the Premises.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

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 Utah, 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 Utah, 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: \_\_\_\_\_

Name: Sokun Soun

Title: Authorized Signatory

Address:

4 Park Plaza, Suite 900

Irvine, CA 92614

Attention: Head of Term Lending

**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 )

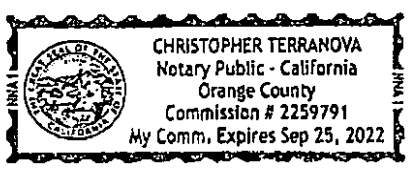
On March 10, 2021 before me, Christopher Terranova, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Sokun Soun  
*Name(s) of Signer(s)*

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 [Handwritten 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

<b>PROPERTY ADDRESS</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>
1962 w 4700 S #1	Roy	Weber	Utah	84067
1962 w 4700 S #2	Roy	Weber	Utah	84067
1962 W 4700 S #3	Roy	Weber	Utah	84067
1962 W 4700 S #4	Roy	Weber	Utah	84067
1976 W 4700 S #1	Roy	Weber	Utah	84067
1976 W 4700 S #2	Roy	Weber	Utah	84067
1976 W 4700 S #3	Roy	Weber	Utah	84067
1976 W 4700 S #4	Roy	Weber	Utah	84067
983 29th Street	Ogden	Weber	Utah	84403
2903 Jackson Ave	Ogden	Weber	Utah	84403
460 w 7th Street	Ogden	Weber	Utah	84404
686 S Century Drive	Ogden	Weber	Utah	84404
719 Belnap Circle - Units 1 & 2	Ogden	Weber	Utah	84403
4748 S Burch Creek Drive - Units 1 & 2	South Ogden	Weber	Utah	84403
4024 Liberty Ave	South Ogden	Weber	Utah	84403
2985 Jackson Ave - Unit 1	Ogden	Weber	Utah	84403
2985 Jackson Ave - Unit 2	Ogden	Weber	Utah	84403
1304 S Kershaw St.	Ogden	Weber	Utah	84403
5634 s 1150 W - Units 1 & 2	Riverdale	Weber	Utah	84403
2020 W 6075 S	Roy	Weber	Utah	84067

**EXHIBIT A**

## Legal Description

Parcel 1 (08-077-0029) 1962 West 4700 South; Roy, Utah 84067:

Part of the Southeast Quarter of Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 685.55 feet North along the Section line and 329.34 feet North 89°56'23" West from the Southeast Corner of said Quarter Section, said point being on the North line of 4700 South Street, and running thence North 89°56'23" West 66.00 feet; thence North 0°33' East 139.45 feet; thence South 89°56'23" East 66.00 feet; thence South 0°33' West 139.45 feet to the point of beginning.

Parcel 2 (08-077-0032) 1976 West 4700 South; Roy, Utah 84067:

Part of the Southeast Quarter of Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 685.55 feet North along the Section line and 395.34 feet North 89°56'23" West from the Southeast corner of said Quarter Section, said point being on the North line of 4700 South Street and running thence North 89°56'23" West 66.26 feet; thence North 0°33' East 139.45 feet; thence South 89°56'23" East 66.26 feet; thence South 0°33' West 139.45 feet to the point of beginning.

Parcel 3 (02-005-0028) 983 29th Street; Ogden Utah 84403:

The East 92 feet of Lot 15, ROCKEFELLER SUBDIVISION of Lots 1, 7, 8, 9, and 10 in Block 8, Plat C, Ogden City Survey, Weber County, Utah, according to the official plat thereof.

Together with that vacated portion of 29th Street abutting on the North.

Parcel 4 (12-158-0015) 460 West 7th Street; Ogden, Utah 84404:

All of Lot 29, FOREST GROVE SUBDIVISION NO. 1, Ogden City, Weber County, Utah, according to the official plat thereof.

Parcel 5 (14-060-0006) 719 Belnap Circle; Ogden, Utah 84403:

Part of Block 1, BELNAP ADDITION, Ogden City, Weber County, Utah: Beginning at a point South 0°58' West 163 feet and North 89°02' West 119.20 feet from the Northeast corner of said Block 1, and running thence South 0°58' West 63.38 feet; thence North 89°41' West 1.80 feet; thence South 0°58' West 7 feet; thence North 89°41' West 144.37 feet; thence North 0°58' East 40.04 feet; thence North 75°38'56" East 84.32 feet; thence along the arc of a 40 foot radius curve to the left 73.82 feet, the long chord of said curve bears North 82°11'49" East 63.78 feet; thence South 89°02' East 1.80 feet to the point of beginning.

Parcel 6 (06-060-0042) 4748 South Burch Creek Drive; South Ogden, Utah 84403:

A part of the Southwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East line of Burch Creek Drive which is 330 feet North 0°31' East and 486.49 feet (487.07 feet calculated) North 89°45' East from the Southwest corner of said Section 9; and running thence North 8°20'30" West 78.51 feet along said East line of Burch Creek Drive, thence North 81°39'30" East 110.00 feet, thence South 8°20'30" East 94.15 feet, thence South 89°45'00" West 111.11 feet to the point of beginning.

Together with a 10 foot Sanitary Sewer Easement - 5 feet both sides of the following described centerline: a part of the Southwest Quarter of Section 9, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East line of Burch Creek Drive which is 330 feet North 0°31' East

and 486.49 feet (487.07 feet calculated) North 89°45' East and 198.31 feet North 8°20'30" West from the Southwest corner of Section 9; and running thence North 81°39'30" East 2.22 feet thence South 16°12'54" East 137.00 feet.

Parcel 7 (06-051-0024) 4024 South Liberty Avenue; South Ogden, Utah 84403:

All of Lot 26 and the South 2.5 feet of Lot 27, GOODSELL ADDITION, South Ogden City, Weber County, Utah, according to the official plat thereof.

Parcel 8 (02-005-0042) 2985 Jackson Avenue; Ogden, Utah 84403:

The East 90 feet of Lot 28, ROCKEFELLER SUBDIVISION, being a part of Lot 1, Block 8, Plat C, Ogden City Survey, Weber County, Utah, according to the official plat thereof.

Parcel 9 (14-091-0025) 1304 Kershaw Street; Ogden, Utah 84403:

All of Lots 51 to 52 inclusive, Block 2, ARGONNE PARK ADDITION, Ogden City, Weber County, Utah, according to the Official Plat thereof.

Parcel 10 (07-456-0004) 5634 South 1150 West; Riverdale, Utah 84405:

All of Lot 4, SHOCK ESTATES SUBDIVISION, Riverdale City, Weber County, Utah, according to the official plat thereof.

Subject to a Right of Way for Ingress and Egress over the South 12 feet of Lot 4 for the use of access for Lot 5.

Parcel 11 (09-131-0002) 2020 West 6075 South; Roy, Utah 84067:

All of Lot 2, ROYSET PARK ANNEX, Roy City, Weber County, Utah, according to the official plat thereof.