

2016-012795

Klamath County, Oregon



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WHEN RECORDED MAIL TO:

12/02/2016 08:40:08 AM

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P.O. BOX 29071
Glendale, CA 91208-9071

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(Space Above For Recorder's Use)

Loan Number: 772541215

ASSIGNMENT OF SECURITY INSTRUMENT AND LOAN DOCUMENTS

THIS ASSIGNMENT OF SECURITY INSTRUMENT AND LOAN DOCUMENTS (this "Assignment") is executed this 22nd day of November, 2016 and is made effective as of September 25, 2008, by the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress ("FDIC"), whose address is 1601 Bryan Street, Dallas, TX 75201, and acting in its Receivership capacity as Receiver of Washington Mutual Bank (herein "Assignor") to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its successors and assigns (herein "Assignee"), whose address is 14800 Frye Road, Fort Worth, TX 76155.

RECITALS:

A. Assignor is the legal owner of that certain Promissory Note in the principal amount of \$1,225,000.00 dated October 25, 2007 (the "Note"), which Note is secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated October 25, 2007, executed by Winema, LLC, an Oregon limited liability company, in favor of Washington Mutual Bank, a federal association, and recorded on October 31, 2007, in the Official Records of Klamath County, Oregon in Document Number 2007-018720 (the "Security Instrument") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference.

B. Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the Note, the Security Instrument and all other documents executed in connection with the Note be assigned to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following documents (collectively, the "Loan Documents"):

- (a) the Security Instrument; and
- (b) All other documents that evidence or secure the obligations under the Note.

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.**

4. **This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821(d)(2)(G)(i)(II).**

This Assignment is made by Assignee as attorney in fact for the FDIC in its capacity as receiver for Assignor pursuant to that certain Limited Power of Attorney dated effective as of September 25, 2016 in the official records of Klamath County, Oregon State to be recorded simultaneously herewith.

Chase Loan No. 772541215 - Oregon - FDIC Assignment of Security Instrument – GE – 11/22/2016

EXHIBIT A

PARCEL 1:

A tract of land situated in the NE1/4 NE1/4 of Section 32 and the SE1/4 SE1/4 of Section 29, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly line of Pine Street and the Easterly line of Eleventh Street in the City of Klamath Falls, Oregon; thence Northeasterly along said Southerly line of Pine Street 170 feet to a point thereon distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence Southeasterly and parallel with said Easterly line of Eleventh Street 112 feet; thence Southwesterly parallel to said Pine Street, 50 feet; thence Southeasterly parallel with Eleventh Street 8 feet; thence Northeasterly and parallel with the Northerly line of Main Street in the City of Klamath Falls, Oregon, 125 feet; thence Southeasterly and parallel with said Easterly line of Eleventh Street 120 feet to said Northerly line of Main Street at a point thereon distant 50 feet Southwesterly from the Southwest corner of Lot 6, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence Southwesterly along said Northerly line of Main Street 245 feet to the Northeast corner of Main Street and Eleventh Street; thence Northwesterly along the Easterly line of Eleventh Street to the point of beginning.

Subject to the alley existing in said Block 3, a portion of which is included in the above description.

PARCEL 2:

A tract of land situated in the NE1/4 NE1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the point on the Southerly line of Pine Street which is distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon and thence running Southeasterly and parallel with the Easterly line of Eleventh Street a distance of 112 feet to the true point of beginning of this description; thence Southwesterly and parallel to said Pine Street 50 feet; thence, Southeasterly and parallel with Eleventh Street 8 feet; thence, Northeasterly and parallel with the Northerly line of Main Street a distance of 50 feet, more or less; thence, Northwesterly and parallel with Eleventh Street a distance of 8 feet, more or less, to said true point of beginning.

APN: R371270 and R371298