

2020-016237

Klamath County, Oregon

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Fee: \$117.00

PREPARED BY:

Karen Wade, Esq.

Alston & Bird LLP

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Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Tim Murray

OS National LLC

3097 Satellite Blvd, Ste 400

Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

CAF TERM BORROWER MS, LLC,

a Delaware limited liability company,

to

COREVEST PURCHASER 2 LLC

a Delaware limited liability company

Dated: As of 3/11/2020

State: Oregon

County: Klamath

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 3/11/2020, is made by **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of **COREVEST PURCHASER 2 LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, 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 June 28, 2019 executed by **Volador Alpha LLC**, a Delaware limited liability company 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 Seven Hundred Twenty Five Thousand Dollars and No Cents (\$725,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Klamath State of Oregon, 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 Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of December 20, 2019, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on December 24, 2019 in the Real Property Records of Klamath County, Oregon, as Document No. 2019-014962, Book N/A, Page N/A (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 Oregon, 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 Oregon, 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]

EXHIBIT A

Loan # 29074

Assignment of Security Instrument (CAF TERM MS TO PURCHASER) – Page 2
Klamath / Oregon
#35666147

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


ASSIGNOR:

CAF TERM BORROWER MS, LLC,
A Delaware limited liability company

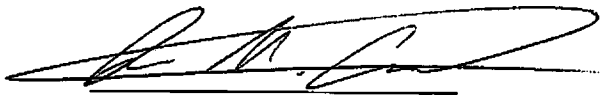
By:



Michael Minck
Authorized Signatory



Witness #1
Print Name: Tien Nguyen



Witness #2
Print Name: Chris Cardenas

Signature Page

Assignment of Security Instrument (CAF TERM MS TO PURCHASER)

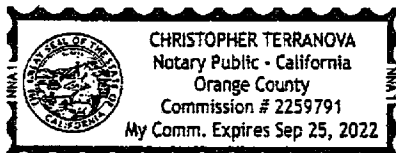
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 December 7, 2020 before me, Christopher Terranova, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Michael Minck
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 _____

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

PROPERTY ADDRESS	CITY	COUNTY	STATE	ZIP CODE
2420 Wantland Avenue	Klamath Falls	Klamath	OR	97601
521 North 8th Street #525 - Units 1, 2	Klamath Falls	Klamath	OR	97601
527 North 8th Street #529 - Units 1, 2	Klamath Falls	Klamath	OR	97601
808 Roseway Drive	Klamath Falls	Klamath	OR	97601

EXHIBIT A

Legal Description

Tract 1:

That portion of Lot 5, Block 55, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:
Beginning at a point on the Northeasterly line of Eighth Street, 36 feet 8 inches
Northwesterly from the intersection of the Northeasterly line of Eight Street with the
Northerly line of the alley through Block 55, NICHOLS ADDITION TO THE CITY OF KLAMATH
FALLS, OREGON; thence Northwesterly along the Northeasterly line of Eighth Street 36 feet 8
inches; thence Northeasterly at right angles to Eighth Street 65 feet, more or less, to the line
between Lots 5 and 6 in said Block 55; thence Southeasterly along the line between Lots 5
and 6 in said Block 55 a distance of 36 feet 8 inches; thence Southwesterly 65 feet, more or
less to the point of beginning.

Property Address (for reference only): 527 N Eight St. #529 Units 1-2, Klamath Falls, OR
97601

Parcel Number: 3809-029DC-17900

Tract 2:

That portion of Lot 5, Block 55, Nichols Addition to the City of Klamath Falls, in the County of
Klamath, State of Oregon, more particularly described as follows:
Beginning at the intersection of the Northeasterly line of Eighth Street with the Northerly line
of the alley through Block 55, Nichols Addition to the City of Klamath Falls, Oregon; thence
Northeasterly along the Northerly line of said alley 65 feet, more or less, to the line between
Lots 5 and 6 of said block; thence Northwesterly along said line between Lots 5 and 6, 36 feet
8 inches; thence Southwesterly and parallel with said alley 65 feet, more or less, to the
Northeasterly line of Eighth Street; thence Southeasterly along the Northeasterly line of
Eighth Street 36 feet 8 inches to the point of beginning.

Property Address (for reference only): 521 N Eight St. #525 Units 1-2, Klamath Falls, OR
97601

Parcel Number: 3809-029DC-18000

Tract 3:

Lot 12, Block 302, DARROW ADDITION to the City of Klamath Falls, according to the official
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Property Address (for reference only): 2420 Wantland Ave, Klamath Falls, OR 97601

Parcel Number: 3809-033DA-14600

Tract 4:

The Easterly 24 feet of Lot 36 and the Westerly 20 feet of Lot 35, together with that portion of vacated alley which inured thereto, ROSELAWN SUBDIVISION, being a portion of Block 70 BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with that portion of the vacated ally that inured thereto by ordinance #5038 recorded on December 10, 1958 in Volume 307, Page 405, Deed recorded of Klamath County, Oregon.

Property Address (for reference only): 808 Roseway Dr, Klamath Falls, OR 97601

Parcel Number: 3809-029BD-10400

Exhibit A

Deed of Trust (*Klamath County, Oregon*),