

2021-011858

Klamath County, Oregon

08/04/2021 08:33:00 AM

Fee: \$117.00

PREPARED BY:

**CoreVest American Finance Lender LLC
c/o Jeremy Chiang
1920 Main St., Suite 850
Irvine, CA 92614**

UPON RECORDATION RETURN TO:

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

ASSIGNMENT OF DEED OF TRUST

by

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

to

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

Dated: As of December 20, 2019

State: Oregon
County: Klamath

ASSIGNMENT OF DEED OF TRUST

This **ASSIGNMENT OF DEED OF TRUST** (this "Assignment"), dated as of December 20, 2019, is made and entered into by **COREVEST PURCHASER 2, LLC**, a Delaware limited liability company ("Assignor"), in favor of **CAF TERM BORROWER MS, LLC**, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614, Attention: Head of Term Lending ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of December 20, 2019, executed by **VOLADOR ALPHA 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 Seven Hundred Twenty-Five Thousand and No/100ths Dollars (\$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 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 December 20, 2019, executed by Borrower for the benefit of CoreVest, as lender, and recorded on December 24, 2019 in the Real Property Records of Klamath County, Oregon, as Instrument Number 2019-014962, 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 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 PAGES FOLLOW]

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: ~~Paul Basmajian~~

Title: Authorized Signatory

Address:

1920 Main Street, Suite 850

Irvine, CA 92614

Attention: Head of Term Lending

On December 24, 2019, before me, Parker Astin, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

Signature: PHL



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