

**2021-012471**

**Klamath County, Oregon**

**08/16/2021 11:04:00 AM**

**Fee: \$112.00**

**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 AMERICAN FINANCE LENDER LLC,**  
a Delaware limited liability company

to

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

**Dated:** As of April 30, 2021

**State:** Oregon

**County:** Klamath

## ASSIGNMENT OF SECURITY INSTRUMENT

This **ASSIGNMENT OF SECURITY INSTRUMENT** (this “Assignment”), dated as of April 30, 2021, is made and entered into by **COREVEST AMERICAN FINANCE LENDER 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 (“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 April 30, 2021, executed by **INDY BOO BOO, LLC**, a Delaware limited liability company (“Borrower”), and made payable to the order of Assignor in the stated principal amount of Two Million Six Hundred Ninety-Nine Thousand and No/100 Dollars (\$2,699,000.00) (the “Note”) in connection with certain real property and improvements located thereon situated in the County of Klamath, State of Oregon, 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 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 April 30, 2021, executed by Borrower for the benefit of Assignor, as lender, and recorded on August 2, 2021 in the Real Property Records of Klamath County, Oregon, as Inst # 2021-011791 (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 PAGE FOLLOWS]**

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

**ASSIGNOR:**

**CoreVest American Finance Lender 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.

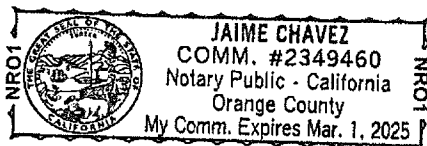
State of California )

County of Orange )On May 6, 2021 before me, Jaime Chavez, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Sokun Soun  
Name(s) of Signer(s)N/A

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]  
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

Address	City	State	Zip	County
2301 Biehn St	Klamath Falls	OR	97601-1761	Klamath

**EXHIBIT A**

Legal Description

THE SOUTHERLY 33 1/3 FEET OF THE WESTERLY 70 FEET OF LOT 7, BLOCK 55,  
LAKEVIEW 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.

COMMONLY KNOWN AS: 2301 BIEHN ST, KLAMATH FALLS, OR 97601

APN: 3809-029BA-01600