

2021-018188

Klamath County, Oregon

12/08/2021 09:41:01 AM

Fee: \$117.00

PREPARED BY:

CoreVest American Finance Lender LLC
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 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 November 25, 2020

State: Oregon

County: Klamath

ASSIGNMENT OF SECURITY INSTRUMENT

This ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), dated as of November 25, 2020, is made and entered into by **COREVEST AMERICAN FINANCE LENDER 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 ("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 November 25, 2020, executed by **VOLADOR BRAVO LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) (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 November 25, 2020, executed by Borrower for the benefit of Assignor, as lender, and recorded on December 17, 2020 in the Real Property Records of Klamath County, Oregon, as Inst # 2020-016423 (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:

1920 Main Street, Suite 850

Irvine, CA 92614

Attention: Head of Term Lending

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature Corine Goddard



SCHEDULE 1

Property List

PROPERTY ADDRESS	CITY	COUNTY	STATE	ZIP CODE
2118 & 2126-2128 Orchard Avenue - Units 1-2	Klamath Falls	Klamath	OR	97601
2136 Garden Avenue	Klamath Falls	Klamath	OR	97601
2219 Radcliffe Avenue	Klamath Falls	Klamath	OR	97601
403 North Alameda Avenue aka 403 North Crater Lake Parkway	Klamath Falls	Klamath	OR	97601
436 Richmond Street	Klamath Falls	Klamath	OR	97601

EXHIBIT A

Legal Description

PARCELS 1 AND 2

Lots 400 and 401 in Block 110, MILLS 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: 2118 Orchard Ave., Klamath Falls, OR 97601

Property Address: 2126-2128 Orchard Ave., Units 1-2, Klamath Falls, OR 97601

Parcel ID: 479976

Prior Instrument Reference: 2020-007307

PARCEL 3

Lot 491 in Block 109, MILLS ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Property Address: 2136 Garden Ave., Klamath Falls, OR 97601

Parcel ID: 479814

Prior Instrument Reference: 2020-000397

PARCEL 4

Lot 11, Block 216 MILLS SECOND 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: 2219 Radcliffe Ave., Klamath Falls, OR 97601

Parcel ID: 632783

Prior Instrument Reference: 2019-011906

PARCEL 5

Parcel A

Beginning at the Southeast corner of Lot 16 of Block 41, HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence Northeasterly along the Northerly line of Eric Street, 80 feet thence Northwesterly and parallel to Alameda 50 feet; thence Southwesterly and parallel to Eric Street 80 feet; thence Southeasterly 50 feet to the place of beginning, being the Southwesterly 80 feet of Lot 16 in Block 41 of HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel B

The Southeasterly 1 foot of the Southwesterly 80 feet of Lot 15, Block 41, HOT SPRINGS 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: 403 N Alameda Ave. aka 403 N. Crater Lake Parkway, Klamath Falls, OR 97601

Parcel ID: 373615

Prior Instrument Reference: 2019-008746

PARCEL 6

LOT 17 AND 18, BLOCK 14, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLAS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 436 RICHMOND STREET, KLAMATH FALLS, OR 97601

TAX ID: 4790039