

**2024-000838**

**Klamath County, Oregon**

02/02/2024 08:52:01 AM

Fee: \$112.00

PREPARED AND RECORDING  
REQUESTED BY:  
CoreVest American Finance Lender LLC  
4 Park Plaza, Suite 900  
Irvine, CA 92614  
Attn: Post Closing

UPON RECORDATION RETURN TO:  
COREVEST PURCHASER 2, LLC  
4 Park Plaza, Suite 900  
Irvine, CA 92614  
Attn: Post Closing

**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 January 23, 2024

**State:** Oregon

**County:** Klamath

## ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the January 23, 2024, is made 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, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of January 23, 2024 executed by TH6, LLC, a Delaware 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 Four Million Three Hundred Twenty-One Thousand and No/100 Dollars (\$4,321,000.00) (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 January 23, 2024, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on January 30, 2024 in Inst # 2024-000767 in the Real Property Records of Klamath County, Oregon (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]**

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: 

Sokun Soun

Its: Authorized Signatory

Unofficial Copy

## ACKNOWLEDGMENT

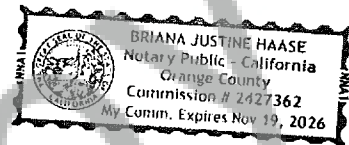
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On January 23, 2024, before me, Briana Justine Haase, Notary Public, personally appeared Sokun Soun, 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 \_\_\_\_\_

*BHA*

(Seal)

**SCHEDULE 1**

Property List

APN	Address	City	State	Zip	County
369265	433 N 10th St Apt 1-8	Klamath Falls	OR	97601	Klamath

Unofficial  
Copy

**EXHIBIT A**

Legal Description

THE NORTHWESTERLY 55 FEET OF LOT 5 AND THE NORTHWESTERLY 55 FEET OF THE SOUTHWESTERLY 35 FEET OF LOT 6 IN BLOCK 50, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 50 AFORESAID, BEING THE CORNER OF 10TH AND JEFFERSON STREETS; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF 10TH STREET 55 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH JEFFERSON STREET 100 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH 10TH STREET, 55 FEET TO JEFFERSON STREET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF JEFFERSON STREET TO THE POINT OF BEGINNING.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"  
Account No. 369265 (Parcel 3) aka 433 N 10<sup>th</sup> Street, Klamath Falls, OR 97601

Exhibit A

Deed of Trust (*Klamath County, Oregon*)