2025-006101

Klamath County, Oregon

07/16/2025 01:59:01 PM

Fee: \$122.00

PREPARED BY:

Redwood Maple Term Finance Trust c/o CoreVest Finance 4 Park Plaza, Suite 900 Irvine, CA 92614 Attn: Post Closing

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

ASSIGNMENT OF SECURITY INSTRUMENT

by

Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee of Redwood Maple Term Finance Trust,
a Delaware Statutory Trust

to

COREVEST PURCHASER 2, LLC,

a Delaware limited liability company

Dated: As of February 27, 2025

State: Oregon

County: Klamath

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the February 27, 2025, is made by Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee ("Trustee") of Redwood Maple Term Finance Trust, a Delaware Statutory Trust, having an address at 4 Park Plaza, Suite 900, Irvine, CA 92614 (the "Trust" or "Assignor"), in favor 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 December 10, 2024 executed by KLAMATH CASCADE APARTMENTS DE, LLC, a Delaware limited liability company ("Borrower"), and made payable to the order of COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company, predecessor-in-interest to Assignor, in the stated principal amount of Two Million Five Hundred Ninety Thousand and No/100 Dollars (\$2,590,000.00) (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, <u>inter alia</u>, 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. <u>Assignment.</u> 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 10, 2024, executed by Borrower for the benefit of **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, as lender, and recorded on January 10, 2025 as Inst # 2025-000189 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. <u>Representations and Warranties of Assignor</u>. 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Headings</u>. 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. <u>Interpretation</u>. 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 inv
- 8. <u>Limitation of Liability of Trustee</u>. It is expressly understood and agreed by the parties hereto that (a) this Assignment is executed and delivered by Wilmington Trust, National Association ("WTNA"), not individually or personally but solely as Trustee in the exercise of the powers and authority conferred and vested in it under the trust agreement of the Trust, (b) each of the representations, warranties, undertakings and agreements herein made on the part of the Assignor or the Trust is made and intended not as personal representations, warranties, undertakings and agreements by WTNA, but is made and intended for the purpose of binding only, and shall be binding only on, the Assignor and the Trust, (c) nothing herein contained shall be

construed as creating any obligation or liability on WTNA, individually or personally or as Trustee, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) WTNA, in its individual capacity or as Trustee, has not made and will not make any investigation as to the accuracy or completeness of any representations or warranties made by the Assignor or the Trust in this Assignment or any related document, (e) under no circumstances shall WTNA, be personally liable for the payment of any fees, indemnities, indebtedness or expenses of the Assignor or the Trust or be liable for the performance, breach or failure of any obligation, representation, warranty or covenant expressly made or undertaken by the Assignor or the Trust under this Assignment or any other related documents, as to all of which recourse shall be had solely to the assets of the Trust, and (f) for all purposes of this Assignment and any other document or instrument, WTNA, and the Trustee shall be entitled to the rights, indemnities, privileges, immunities and benefits as are set forth in the trust agreement of the Trust.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee of Redwood Maple Term Finance Trust

By: CoreVest American Finance Lender LLC, as its attorney-in-fact

By:

Sokun Soun

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California	
County of Orange	
	in a B.A. Anadana an Niatana (District
On March 3, 2025 before me, Cor	Here Insert Name and Title of the Officer
personally appeared Sokun So	
personally appeared SOKUN SO	Name(s) of Signer(s)
817	• • • • • • • • • • • • • • • • • • • •
N/	
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument.
o is	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
CORINE M. ANDERSON Notary Public - California	/ITNESS my hand and official seal.
Orange County Commission # 2418794	\wedge \perp
My Comm. Expires Oct 26, 2026	ignature
	Signature of Notary Public
Place Notary Seal Above OPTI	ONAL
	nformation can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	Olemanda Nieman
Signer's Name:	Signer's Name: □ Corporate Officer — Title(s):
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:	☐ Other:Signer Is Representing:
organica a representing.	organi is representing.

SCHEDULE 1

Property List

APN	Address	City	State	Zip	County
413172	230 S 11th St Unit 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 114, 115, 116, 118, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 317, 318	Klamath Falls	OR	97601	Klamath

EXHIBIT A

Legal Description

Lots 15, 16 and 17, Block 3; CANAL ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

230 S. 11th St. Klamath Falls, OR 97601 Tax Account Number 413172