Vol\_MO4\_Page 19021 APR 5.009.37 LLC P.O.BOX 8294 NV 89815 SPHING CREEK FIRST REGIONAL BANK FBO SAMIR SHAH IRA 04429: TRUST ADMIN. SERVICES 5950 LA PLACE CT SUITE 160 <u>CARPSRAD</u> ACE REBERVED LANDGOAL LLC ECORDER'S USE P.O.BOX 8294 State of Oregon, County of Klamath SPRING CREEK, NV 89815 Recorded 04/05/2004 9:37a m Vol M04 Pg 19021 FIRST REGIONAL BANK FEO SAMIR Linda Smith, County Clerk Fee \$ 26 ∞ # of Pgs IRA 04428; TRUST ADMIN. SE 5950 LA PLACE CT SUITE 160 SERVICES CARLSBAD, CA 92008 **ASSIGNMENT OF CONTRACT and WARRANTY DEED** KNOW ALL BY THESE PRESENTS that the undersigned, hereinafter called the assignor, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto, MITHOUT RECOURSE OR INDEMNIFICATION. FIRST RECIONAL BANK FBO SAMIR SHAH IRA 04428 hereinafter called the assignee, and to assignee's heirs, successors and assigns, all of the vendor's right, title and interest in and to \_ as seller and CHARLES J. LEWI: as buyer, which contract is recorded in the Records of \_\_\_ ... County, Oregon, in book/reel/volume No. at page 06710 , and/or as fee/file/instrument/microfilm/reception No. reference to that recorded contract hereby being expressly made, together with all of the right, title and interest of the assignor in and to all moneys due and to become due thereon. The assignor also hereby conveys to the assignee the property described in the contract and the legal title thereto which is held to secure performance of the vendee's obligation created thereby. The assignor hereby expressly covenants and warrants to the assignee that the assignor is lawfully seized in fee simple of the vendor's interest in the real estate described in the contract of sale, free from all encumbrances except (if no exceptions, so state): THUSE OF RECORD and that assignor will warrant and forever defend the premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The unpaid principal balance of the purchase price thereof is not less than \$ 9266.46 , with interest paid thereon to (date) 1/29/04 The contract is not in default, and no offset is claimed by the vendee (or vendee's assignor, if any) The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6400.00 the actual consideration consists of or includes other property or value given or promised which is 🗆 part of the 🖺 the whole (indicate which) consideration. (The sentence between the symbols o, if not applicable, should be deleted. See ORS 93.030.) In construing this assignment, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this assignment shall apply equally to corporations and to individuals. IN WITNESS WHEREOF, the undersigned assignor has executed this assignment. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors. DATED 3-2-04 WINTHOUT RECOURSE OR INDEMNIFICATION THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930. ul Rason, has NEVADA STATE OF COUNTY of \_\_\_\_\_\_\_LKO This instrument was acknowledged before me on \_\_ by This instrument was acknowledged before me on March. DAVID RAGAN

MELISSA CHRISTENSEN ry Public State of Nevada No.01-69001-6 My appł. exp. May 25, 2005

by

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LANDGOAL LLC

NEVADA My commission expires 5-25-05