3 4 APR 5 AHS:37 19023 LANDSOAL LLC P.O.BOX 8294 SPRING CREEK, NV89815 FIRST REGIONAL BANK FBO SAMIR SHAH IRA 04428: TRUST ADMIN. SERVICES 5950 LA PLACE CT SUITE 160 CARLSBAD LANDGOAL LLC RECORDER'S USE State of Oregon, County of Klamath 4.U.BUX 3294 Recorded 04/05/2004 9:37a m SPAING CREEK. NV 89815 Vol M04 Pg /9023 rise, eend all tax et Linda Smith, County Clerk FIRST REGIONAL BANK FBO SAMIR SHAH Fee \$ 2600 # of Pgs IRA <u>04428: TRUST ADMIN. SERVICES</u> 5950 LA PLACE CT SUITE 160 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 a WITHOUT RECOURSE OR INDEMNIFICATION, FIRST REGIONAL 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 that certain contract for the sale of real estate dated _____1/28/02 LANDOOAL LLC .., between _ _ as seller and HAMON FERNANDEZ as buyer, which contract is recorded in the Records of _____ALAMATH County, Oregon, in book/reel/volume No. __ at page __Q91.78___, and/or as fee/file/instrument/microfilm/reception No. ___ (indicate which), 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): 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 \$3823.91 , with interest paid thereon to (date) _2/4/04 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 \$__600_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 0, 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. 3-4-04 DATED _ WITHOUT 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. I Kagan, hember MEVADA

STATE OF COUNTY OF ELL.O

This instrument was acknowledged before me on 3/4/64

This instrument was acknowledged before me on 3/4/64

by DAVID RAGAN

as MENDEUAL LLC

of LANDGUAL LLC

MOLLY K TANIEL

Notary Public - Struck to wada

Appointment Bucasteric Followity

Not 99-51251-5 - Expires Native 24, 2006

Notary Public for Gregon NEVADA

My commission expires 6/24/01