

**2007-017869**

**Klamath County, Oregon**



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10/16/2007 09:53:39 AM

Fee: \$26.00

This instrument prepared by  
and after recording, return to:  
Pramco CV7, LLC  
6894 Pittsford-Palmyra Road  
200 CrossKeys Office Park, Suite 230  
Fairport, NY 14450

**Legal Description:** PARCEL 1: The East 1/2 of Lot 8, Block 1 of First Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the North 5 feet thereof conveyed to Klamath County for road purposes in Deed Volume 362, at page 462, Deed records of Klamath County, Oregon.

PARCEL 2: The West 1/2 of Lot 8, Block 1 of First Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the North 5 feet thereof conveyed to Klamath County for road purposes in Deed Volume 362, at page 462, Deed records of Klamath County, Oregon.

**Street Address:** 3118 & 3122 Crosby Avenue, Klamath Falls, OR 97603

**Recording Information of Documents Being Assigned:** Vol M01, Page 48283

**ASSIGNMENT OF NOTE, DEED OF TRUST AND OTHER LOAN DOCUMENTS**

THIS ASSIGNMENT OF NOTE, DEED OF TRUST AND OTHER LOAN DOCUMENTS (this "Assignment") is made by **U.S. BANK NATIONAL ASSOCIATION**, whose address is BC-MN-H22A, 800 Nicollet Mall, Minneapolis, MN 55112 ("Assignor"), to **PRAMCO CV7, LLC**, whose address is 6894 Pittsford-Palmyra Road, 200 CrossKeys Office Park, Suite 230, Fairport, New York 14450 ("Assignee"), pursuant to the terms of that certain Loan Purchase Agreement dated June 12, 2007 (the "Purchase Agreement") between Assignor and Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of June 12, 2007, to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Purchase Agreement, the following:

That certain Deed of Trust dated September 14, 2001, executed by Eddie Wilcher, to and for the benefit of U.S. Bank National Association, recorded September 24, 2001, with the Klamath County Clerk in Vol. M01, Page 48283 (the "Deed of Trust"),

95-130042

which Deed of Trust secures that certain Promissory Note dated September 14, 2001, naming Eddie Wilcher, as Obligor, together with any and all assignments thereto and modifications thereof (the "Note"), together with such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Deed of Trust and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

THIS ASSIGNMENT FURTHER WITNESSES THAT Assignor hereby conveys and quitclaims to Assignee any and all right and interest it might have in the Deed of Trust, Note and other loan documents referenced above, and in the underlying loan, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of the 12th day of June, 2007.

**U.S. BANK NATIONAL ASSOCIATION**

Pamela L. Voss  
Witness Signature  
Pamela L. Voss  
Printed Name

By: Kent M. Wheelock  
Kent M. Wheelock  
Its Vice President

**ACKNOWLEDGMENT**

STATE OF MINNESOTA   )  
COUNTY OF HENNEPIN   )

Before me, the undersigned, a Notary Public, in and for said County and State on September 6, 2007, personally appeared Kent M. Wheelock, to me known to be the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.



Mary Jo B. York  
Mary Jo B. York, Notary Public  
My commission expires: 1-31-2010