

2010-001570

Klamath County, Oregon



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02/01/2010 08:31:40 AM

Fee: \$52.00

Above Space Reserved for Recorder

Prepared by:

NRLL East, LLC
1 Mauchly
Irvine, California 92618

After Recording Return to:

Closetline Settlements
1300 Piccard Drive, Ste 105
Rockville, MD 20850

File: OR-R2

County: Klamath

Document Title: Reassignment of Pledged Notes Receivables and Consumer Mortgages

Document Date: December 23, 2009

Legal Description: Please refer to Exhibit A - The East ½ of the East ½ of the Southeast ¼ of the Southeast ¼ of Section 14 in Township 35 South, Range 11, East of the Willamette Meridian in Klamath County, Oregon. Dot/Mtg Recorded on 2/13/2006 at Instrument # M06-02714, Assignment recorded on 3/30/06 at Instrument # M06-05937 in the amount of \$6,630.00

Parcel #: R-3511-01400-00700-000

Assignor:

CapitalSource Bank
4445 Willard Avenue, 12th Floor
Chevy Chase, MD 20815

Assignee:

NRLL Inc. / NRLL East, LLC
1 Mauchly
Irvine, California 92618

**REASSIGNMENT OF PLEDGED NOTES RECEIVABLE AND
CONSUMER MORTGAGES**

THIS REASSIGNMENT OF PLEDGED NOTES RECEIVABLE AND CONSUMER MORTGAGES ("Reassignment") is made and executed as of December 23, 2009, by CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Lender/Assignor") to [N.R.L.L., INC./N.R.L.L. EAST, LLC] (the "Borrower/Assignee").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a Receivables Loan and Security Agreement, dated as of December 14, 2004 (as amended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to lend, upon the terms and conditions set forth in the Loan Agreement, up to \$20,000,000 (the "Receivables Loan") to Borrower, which is secured by a security interest and lien granted by Borrower to Lender on certain Pledged Notes Receivable, Consumer Mortgages and Contracts for Deed related thereto, together with all other Collateral appurtenant thereto, connected therewith, or substituted or replaced therefor and all cash and non-cash proceeds thereof and profits derived therefrom, of Borrower (as such terms are defined in the Loan Agreement), pursuant to one or more Master Pledge and Assignments of Notes Receivable and Consumer Mortgages (collectively, the "Assignment"); and

WHEREAS, the Loan Agreement provides that upon repayment by the maker or makers of any of the Pledged Notes Receivable held as collateral under the Assignment, Lender will reassign such Pledged Notes Receivable, Consumer Mortgages and Contracts for Deed related thereto to the Borrower.

NOW THEREFORE, Lender hereby reconveys, reassigns, transfers and sets over unto Borrower all of its right, title and interest in and to the Pledged Notes Receivable, Consumer Mortgages and Contracts for Deed related thereto described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and all other Collateral appurtenant thereto, connected therewith, or substituted or replaced therefor, and all cash and non-cash proceeds thereof and profits due or to become due therefrom, without recourse and without representation or warranty of any kind, express or implied.

IN WITNESS WHEREOF, Lender has executed this Reassignment on the date first written above.

CAPITALSOURCE FINANCE LLC, a Delaware
limited liability company

By: Sue J. Choi

Its: Sue J. Choi
Senior Counsel

Attest:

Dawn A. Thomas

Dawn A. Thomas

STATE OF MD)
COUNTY OF Montgomery)SS

I, Dawn A. Thomas, a notary public in and for said county, in the State aforesaid, do hereby certify that Sue J. Choi, the Senior Counsel of CapitalSource Finance LLC, a limited liability company of the State of Delaware, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Senior Counsel he/she signed and delivered the said instrument as Senior Counsel of said company to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth and that he/she is personally known to me or has produced _____ as identification.

Given under my hand and notarial seal this 23 day of December, 2009.

Dawn A. Thomas
Notary Public

My Commission expires: 3-2-10

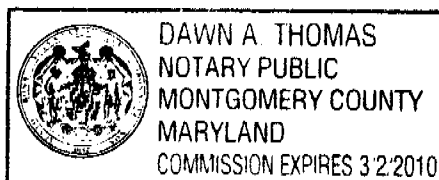


EXHIBIT "A"										
ContractID	Name1	County	State	APN	Legal Desc 1	DOT/Mtg Rec Date	Instrument #	Assignment Rec Date	Instrument #	DOT/Mtg Amount
93-003	Pramod Rustagi	Klamath	OR	R-3511- 01400-00700- 000	The East 1/2 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 14 in Township 35 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon.	2/13/2006	M06-02714	3/30/2006	M06-05937	\$6,630.00