

2010-004439

Klamath County, Oregon



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04/13/2010 08:27:18 AM

Fee: \$42.00

This instrument prepared by
and after recording, return to:
Pramco CV7, LLC
230 CrossKeys Office Park
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 **PRAMCO CV7, LLC**, whose address is 230 CrossKeys Office Park, Fairport, New York 14450 ("Assignor"), to **FAIRPORT ASSET MANAGEMENT, LLC**, whose address is 230 CrossKeys Office Park, Fairport, New York 14450 ("Assignee"), pursuant to the terms of that certain Note Purchase Agreement dated March 31, 2010 (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 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 October 4, 2001, with the Klamath County Clerk in Vol. M01, Page 48283 (the "Deed of Trust"), which Deed of Trust (a) was assigned to Assignor pursuant to that certain Assignment of Note, Deed of Trust and Other Loan Documents dated as of June 12, 2007, and recorded October 16,

2007, with the Klamath County Clerk at Inst. No. 2007-017869, and (b) 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 31st day of March, 2010.

PRAMCO CV7, LLC, as Assignor

By: 

Timothy P. Sheehan

Its Authorized Representative

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF MONROE)

On the 31st day of April, 2010, before me, the undersigned, personally appeared Timothy P. Sheehan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ALISON LEE HUTCHINGS
Notary Public, State Of New York
Monroe County

Commission Expires February 20, 20 11