2017-006997 Klamath County, Oregon



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

06/27/2017 09:19:25 AM

Fee: \$57.00

Budget Mortgage Corp., Servicer for Budget Capital Corporation Loan #37174 1849 Sawtelle Blvd., Suite 700 Los Angeles, CA 90025

Space Above Line For Recorder's Use Only

REASSIGNMENT OF COLLATERAL ASSIGNMENT OF DEED OF TRUST

This REASSIGNMENT OF COLLATERAL ASSIGNMENT OF DEED OF TRUST ("Assignment") is made as of June 9th, 2017, by Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wells Fargo Capital Finance, Inc., a California corporation formerly known as Wells Fargo Foothill, Inc. ("Assignor"), with an address at 14241 Dallas Parkway, Suite 1300, Dallas, TX 75254, in favor of Budget Capital Corporation, a California corporation ("Assignee"), with an address at 1849 Sawtelle Blvd., Suite 700, Los Angeles, CA 90025, Attention: Sheldon Cohn, as follows:

1. FOR VALUE RECEIVED, Assignor hereby assigns, conveys, and transfers to Assignee, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, all of Assignor's right, title, and interest in and to that certain **Deed of Trust** dated as of **November 7, 2006**, executed by **Neumann and Bennetts, Inc.**, as trustor, to **Monroe Acceptance Company, Inc.**, as trustee, for the benefit of Assignee, **Budget Finance Company as beneficiary**, recorded on **December 8, 2006**, in **Klamath County**, **Oregon**, recorded as instrument number 2006-024361 (hereinafter referred to as the "Mortgage"), describing certain real property therein (the "Real Property") described as:

Please refer to Exhibit "A" attached hereto and made a part hereof by this reference for the legal description.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the foregoing lien instrument, (v) any and all rights with respect to escrow deposits, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

- 2. The Mortgage was previously assigned to Assignor by Blanket Collateral Assignment of Mortgages and Loan Documents, executed by Assignee, as assignor, in favor of Assignor, as assignee.
- 3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

- 4. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.
- 6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wells Fargo Capital Finance, Inc., a California corporation formerly known as Wells Fargo Foothill, Inc.

By:

Tami Barrows

Senior Vice President

[NOTARY ON NEXT PAGE]

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 9th day of June, 2017, by Tami Barrows, as a Senior Vice President of Wells Fargo Capital Finance, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public, State of Texas

Notary's name (printed): Dorlisa Raney Burkett

Notary's commission expires:

02/16/2021

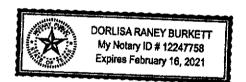


EXHIBIT "A"

Lots 34A, 34B, 35A, 35B, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 39C, 40A, 40B in Block 6 of Railroad Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.