

2018-007634

Klamath County, Oregon



06/25/2018 03:23:24 PM

Fee: \$107.00

RETURN TO:

PSL Austin Lending LLC
100 Congress Ave., Suite 1550
Austin, TX 78701
Attn: Theresa Risenhoover

Assignment of Note, Note Documents, Liens and Security Instruments

THIS ASSIGNMENT OF NOTE, NOTE DOCUMENTS, LIENS AND SECURITY INSTRUMENTS, (this "**Assignment**") is made on the 14th day of June, 2018 and between PSL Austin Lending LLC, a Texas limited liability company ("**Assignor**") and Prophet Capital REIT Inc., a Delaware corporation ("**Assignee**").

RECITALS

1. Assignor is the legal and equitable owner and holder of the Assigned Documents, as said term is hereinafter defined. Assignor desires to assign all right, title and interest it has in the Assigned Documents to Assignee.

2. The term "**Assigned Documents**," as used herein, shall mean Assignor's right, title and interest in the loan documents more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, whether or not said lien instruments are described on Exhibit A hereto and whether or not said lien instruments have been placed of record subject to the Subject to Provisions.

3. The term "**Subject to Provisions**," as used herein, shall mean the following: (a) the Assigned Documents are hereby assigned and conveyed "as is, where is" without representations or warranties; (b) Assignee has conducted its own due diligence and review of the Loan Documents and has not and will not rely on any representations, warranties or other information provided by Assignor; and (c) the provisions of all writings of any kind which have the effect of modifying, altering, amending, or in any way changing the Assigned Documents and/or Assignor's rights, powers and duties thereunder including, but not limited to, such instruments as renewals and extensions, modifications, reworkings, amendments, consolidations, subordinations, releases, partial releases and substitutions of collateral, whether or not such Subject to Provisions came into being before or during Assignor's ownership of its interest in the Assigned Documents, whether or not Assignor is or should be aware of such provisions at the time of this Assignment, and whether or not the instruments evidencing and creating such provisions are of record.

ASSIGNMENT

ASSIGNOR, for good and valuable consideration received from Assignee, the receipt and sufficiency of which are hereby acknowledged, has, subject to the Subject to Provisions, TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents does, subject to the Subject to Provisions,

TRANSFER, ASSIGN, GRANT AND CONVEY unto Assignee, its successors and assigns, all of Assignor's right, title and interest in the Assigned Documents.

Contemporaneously with the execution and delivery of this Assignment, Assignor will execute and endorse by allonge (without recourse on, or warranty of any kind, express or implied, by Assignor except as specifically provided in the Agreement) any applicable promissory note or renewal promissory note being more particularly described on Exhibit A attached hereto.

THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

DOCUMENT PREPARED BY:

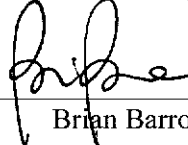
PSL Austin Lending LLC
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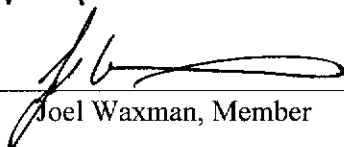
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto have caused this Assignment to be duly executed as of the date and year first above written.

ASSIGNOR:

PSL Austin Lending LLC

By: 
Brian Barrow, Member

By: 
Joel Waxman, Member

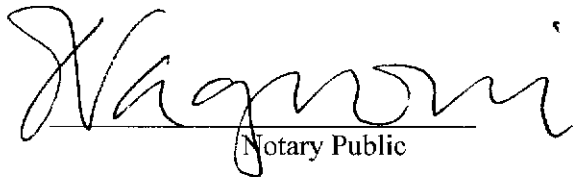
STATE OF TEXAS)

) ss.

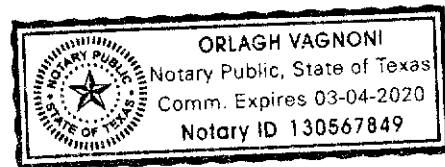
COUNTY OF TRAVIS)

Now on this 21st day of JUNE, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brian Barrow, Member and Joel Waxman, Member, of PSL Austin Lending LLC, a Texas limited liability company, personally known to me to be the same persons who executed the within instrument on behalf of said company and who duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

My Commission Expires: 3/4/20



[Assignee signature on next page.]

ACCEPTED BY ASSIGNEE:

Prophet Capital REIT Inc.,
a Delaware corporation

By: 

Name: Michael Murphy

Title: Vice President

EXHIBIT A
The Security Documents

1. Line of Credit Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated May 24, 2018 and recorded June 1, 2018, as Document No. 2018-006697;
2. Architect's Agreement and Consent to Assignment of Construction Documents;
3. Assignment of Construction Documents;
4. Assignment of Leases and Rents;
5. Certificate of Company Resolutions of CD DG Klamath Falls South, LLC;
6. Certificate of Company Resolutions of Cross Development Management, LLC;
7. Certificate of Company Resolutions of Cross DG Development, LLC;
8. Certificate of Company Resolutions of Cross Development, LLC;
9. Closing Certificate;
10. Contactor's Agreement and Consent to Assignment;
11. Contractor Subordination Agreement;
12. Construction Loan Agreement;
13. Engineer's Agreement and Consent to Assignment;
14. Environmental Indemnity Agreement;
15. Guaranty of Casey B. Shires;
16. Guaranty of Jordan Amyx;
17. Guaranty of Cross Development, LLC;
18. Notice of Invalidity of Oral Agreements;
19. Post-Closing Agreement;

20. Promissory Note dated May 24, 2018 in the principal amount of \$1,792,000.00 made by CD DG Klamath Falls South, LLC, a Texas limited liability company, and payable to the order of PSL Austin Lending LLC, a Texas limited liability company; and
21. Subordination, Attornment, and Non-Disturbance Agreement (i.e., from DG Retail, LLC).