

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Budget Mortgage Corp., Servicer for Budget Funding I, LLC Loan #38602/Allen 1849 Sawtelle Blvd., Suite 700 Los Angeles, CA 90025

2019-000135

Klamath County, Oregon 01/04/2019 03:14:01 PM

Fee: \$102.00

Space Above Line For Recorder's Use Only

ASSIGNMENT OF DEED OF TRUST

This ASSIGNMENT OF DEED OF TRUST ("Assignment") is made as of December 20, 2018, 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 Funding I, LLC, a Delaware limited liability company ("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 December 24, 2007, executed by Sarah K. Allen, Trustor, to Paul S. Cosgrove, Esq., as trustee, for the benefit of Budget Finance Company, Assignee, as beneficiary recorded on January 10, 2008, in Klamath County, State of Oregon, as Instrument No. 2008-000427 (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 Assignment of **Deed of Trust**, executed by Assignee, as assignor, in favor of Assignor, as assignee, recorded on February 9, 2009 in Klamath County, State of Oregon, as Instrument No. 2009-001513.
- 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

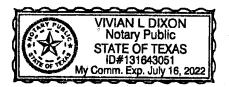
This instrument was acknowledged before me on the day of day of day of Determent, 2018, by Tami Barrows, as a Senior Vice President of Wells Fargo Capital Finance, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the 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):

VPJYan C. DYXON

Notary's commission expires:



EXHIBIT"A"

Legal Description

Real Property in the City of Malin, County of Klamath, State of Oregon, described as follows:

The North Half of the Southwest Quarter of the Southeast Quarter of Section 4, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Assessor's Parcel Number: R108476 and R890930 and M63683

Parcel Address: 20919 Drazil Road, Malin, OR 97632

(End of Legal Description)