

**2019-000805**

Klamath County, Oregon

01/28/2019 03:52:01 PM

Fee: \$122.00

**NO CHANGE IN TAX STATEMENTS**

**After Recording, mail to:**

Kathryn Brooke  
Brooke Law Office LLC  
10260 SW Greenburg Rd Ste 1180  
Portland, OR 97223

**Copy to:**

Volador Enterprises, LLC  
15310 China Rapids Dr  
Red Bluff, CA 98060

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this "**Agreement**") is by and among Tyler Rickey ("**Rickey**"), the assigning party, and Volador Enterprises, LLC, an Oregon limited liability company ("**Volador**"), the assuming party in this Agreement. This Agreement is effective on the 10<sup>th</sup> day of January, 2019.

**RECITALS**

- A.** Gregory D. Mathis and Susan M. Mathis, Trustees of the Mathis Family Revocable Living Trust u/t/d September 7, 1995 ("**Mathis**") is the lender and Tyler Rickey is the borrower under that certain promissory note dated July 19, 2018, as amended as of January 10, 2019, in the face amount of \$125,000 (the "**Note**") which Note is secured by a deed of trust dated concurrently with the Note and amended as of January 10, 2019 in which Rickey is the grantor and Mathis the beneficiary (the "**Trust Deed**") of an interest in the real property commonly referenced as 523 N. 8<sup>th</sup> Street, Klamath Falls, Oregon 97601 and legally described as set forth on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").
- B.** The Trust Deed was recorded in the Klamath County Official Records as 2018-008903 on July 27, 2018.
- C.** Rickey desires to assign the Note and the Trust Deed to Volador and Volador desires to assume Rickey's rights and obligations under the Note and the Trust Deed pursuant to the following terms and conditions.

**AGREEMENT**

**SECTION 1      ASSIGNMENT AND ASSUMPTION**

- 1.1      Assignment.** Rickey assigns and transfers to Volador all of Rickey's right, title and interest in and to the Note and the Trust Deed.
- 1.2      Assumption.** Volador accepts Rickey's assignment of the Note and Trust Deed.

**SECTION 2      SUBSTITUTION OF PARTIES**


Mathis, by signature below acknowledges and consents to this Assignment.

**SECTION 3      GENERAL**

- 3.1 **Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 3.2 **Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 3.3 **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

Dated as of the 10th day of January, 2019

**Rickey:**

  
\_\_\_\_\_  
Tyler Rickey

**Volador:**

  
\_\_\_\_\_  
Tyler Rickey, Member  
Volador Enterprises, LLC

\_\_\_\_\_  
Scott Shope, Member  
Volador Enterprises, LLC

**MATHIS**

\_\_\_\_\_  
Gregory D. Mathis, TTE

\_\_\_\_\_  
Susan M. Mathis, TTE

**Acknowledgements on following pages.**

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Dated as of the 10th day of January, 2019

**Rickey:**

\_\_\_\_\_  
Tyler Rickey

**Volador:**

\_\_\_\_\_  
Tyler Rickey, Member  
Volador Enterprises, LLC

 01/18/19  
\_\_\_\_\_  
Scott Shope, Member  
Volador Enterprises, LLC

**MATHIS**

\_\_\_\_\_  
Gregory D. Mathis, TTE

\_\_\_\_\_  
Susan M. Mathis, TTE

**Acknowledgements on following pages.**

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Dated as of the 10th day of January, 2019

**Rickey:**


\_\_\_\_\_  
Tyler Rickey

**Volador:**

\_\_\_\_\_  
Tyler Rickey, Member  
Volador Enterprises, LLC

\_\_\_\_\_  
Scott Shope, Member  
Volador Enterprises, LLC

**MATHIS**

  
\_\_\_\_\_  
Gregory D. Mathis, TTE

  
\_\_\_\_\_  
Susan M. Mathis, TTE

**Acknowledgements on following pages.**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TX  
County of McLennan

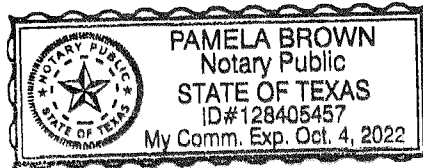
On January 17, 2019, before me, Pamela Brown - Notary Public  
(insert name and title of the officer)

personally appeared Tyler Rickey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for himself as an individual and in his authorized capacity as a Member of Volador Enterprises LLC, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pamela Brown  
Signature \_\_\_\_\_ (Seal)  
Print Name: Pamela Brown  
Expires 04 OCT 2022



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On January \_\_\_\_\_, 2019 before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared Gregory D. Mathis and Susan M. Mathis, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities as trustees of the Mathis Family Revocable Living Trust, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On January \_\_\_\_, 2019, before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared Tyler Rickey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for himself as an individual and in his authorized capacity as a Member of Volador Enterprises LLC, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of MENDOCINO

On January 17, 2019 before me, D.R. Kawkeka Notary Public  
(insert name and title of the officer)

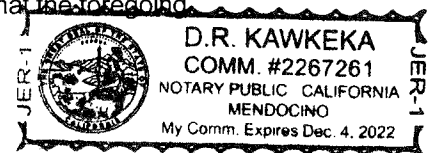
personally appeared Gregory D. Mathis and Susan M. Mathis, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities as trustees of the Mathis Family Revocable Living Trust, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_

D.R. Kawkeka  
Notary Public  
Print Name: D.R. Kawkeka



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

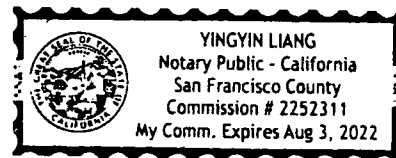
County of San Francisco

On January 18, 2019 before me, Yingyin Liang Notary Public  
(insert name and title of the officer)

personally appeared Scott Shope, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as a member of Volador Enterprises LLC, and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
Print Name: Yingyin Liang



## **EXHIBIT A – LEGAL DESCRIPTION**

### **PARCEL No. 1:**

That portion of Lot 5, Block 55, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly line of Eighth Street, 36 feet 8 inches Northwesterly from the intersection of the Northeasterly line of Eighth Street with the Northerly line of the alley through Block 55, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence Northwesterly along the Northeasterly line of Eighth Street 36 feet 8 inches; thence Northeasterly at right angles to Eighth Street 65 feet, more or less, to the line between Lots 5 and 6 in said Block 55; thence Southeasterly along the line between Lots 5 and 6 in said Block 55 a distance of 36 feet 8 inches; thence Southwesterly 65 feet, more or less to the point of beginning.

### **PARCEL No. 2:**

That portion of Lot 5, Block 55, Nichols Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Northeasterly line of Eighth Street with the Northerly line of the alley through Block 55, Nichols Addition to the City of Klamath Falls, Oregon; thence Northeasterly along the Northerly line of said alley 65 feet, more or less, to the line between Lots 5 and 6 of said block; thence Northwesterly along said line between Lots 5 and 6, 36 feet 8 inches; thence Southwesterly and parallel with said alley 65 feet, more or less, to the Northeasterly line of Eighth Street; thence Southeasterly along the Northeasterly line of Eighth Street 36 feet 8 inches to the point of beginning.