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DOC # 0670372  
03/22/2006 10:40 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:

D B SULLIVAN

Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

✓ Name: Cliff Lachman

Address: 2455 Byron Pl.

City/State/Zip Los Angeles Ca 90046

Real Property Transfer Tax: \$ 0

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-0306 PG- 7511 RPTT: 0.00



Assignment of deed of trust

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

**ASSIGNMENT OF DEED OF TRUST AND ASSIGNMENT  
TOGETHER WITH PROMISSORY NOTE**

1. **ASSIGNMENT:** Cliff Lachman (hereinafter referred to as Assignor), for value received in the amount of \$150,000 together with a new promissory note, secured by trust deed in the amount of \$50,000 in favor of Assignor, hereby, grants, assigns, and transfers to Daniel Sullivan (hereinafter referred to Assignee), all rights and interests held under that certain Deed of Trust and Assignment of Rents dated June 30, 2005, executed by Daniel Sullivan, Trustor to Cliff Lachman, beneficiary recorded on July 8, 2005 in the Official Records Recorder's Office, Douglas County, Nevada, as document No. 0649116 together with that certain Promissory Note described in the Deed of Trust and Assignment of Rents, in the minimum sum of One Hundred Fifty Thousand Dollars (\$150,000.00), dated June 20, 2005, executed by Buena Vista Lofts, LLC, payable to the order of Cliff Lachman, the money due and to become due on that note with interest, and all rights accrued or to accrue under the Deed of Trust and Assignment of Rents or the Promissory Note.

2. **DESCRIPTION OF PROPERTY:** The property subject to this Assignment and the Deed of Trust and Assignment of Rents and the Promissory Note referred to above is known as APN No. 1318-10-317-004, County of Douglas, State of Nevada, and is further described in Exhibit "A."

3. **NO WARRANTIES:** Assignor makes this Assignment "as-is" without any warranty express or implied, respecting the validity or value of the Deed of Trust and Assignment of Rents or the Promissory Note described herein; that the rights assigned herein exist and are genuine; that the rights assigned herein were not procured by fraud or are not otherwise invalid; and that the rights assigned here in are not subject to any defenses not stated or apparent at the time of this assignment

4. **NO ASSIGNMENT:** Notwithstanding provisions contained in Paragraph 3 above, Assignor represents and warrants that he has all right, title and interest in the Deed of Trust and Assignment of Rents and the Promissory Note described herein, and has not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred to hypothecated or will in the future assign, transfer or hypothecate to anyone any right, interest or claim of any kind based upon or arising out of or pertaining to or concerning or connected with any matter with the Deed of Trust and Assignment of Rents or the Promissory Note described herein.

5. **NO INDUCEMENT:** Assignor and Assignee declare and represent that no promises, inducements or other agreements not expressly contained herein have been made and that this Assignment contains the entire agreement between the parties and the terms of this Assignment are contractual and not recitals only.

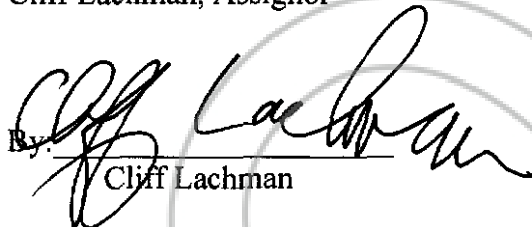


6. **AUTHORITY OF SIGNATORIES:** Assignor and Assignee covenant that they possess the necessary capacity and authority to sign and enter into this Assignment.

7. **ADVICE OF ATTORNEY:** Assignor and Assignee warrants and represents that, in executing this Assignment, they have relied upon legal advice from the attorney of their choice; that the terms of this Assignment have been read, and its consequences (including, but not limited to, risks, complications and costs) have been completely explained to them by that attorney; that adequate time has been given for them to consult with their attorney, to ask any questions concerning this Assignment, to receive responses to those questions, and to contemplate the attorney's advice concerning this Assignment. Assignor and Assignee acknowledge, warrant and represent that, in executing this Assignment, they have not relied on any inducements, promises or representations made by one another.

8. **NO MODIFICATION:** This document sets forth the entire agreement between Assignor and Assignee and may not be altered, amended or modified in any respect except by written instrument, duly executed by the party to be charged. All earlier understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

Cliff Lachman, Assignor

By:   
Cliff Lachman

Dated: \_\_\_\_\_.

State of California,  
County of \_\_\_\_\_ ) S.S.

On, \_\_\_\_\_, before me, \_\_\_\_\_, (here insert name and title of the officer, personally appeared \_\_\_\_\_, personally known to me (or acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Daniel Sullivan, Assignee

By: [Signature]  
Daniel Sullivan

Dated: 3-15-06

State of California,  
County of Los Angeles ) S.S.

On, 3.15.06, before me, M Solgonick, notary public, (here insert name and title of the officer, personally appeared Daniel Sullivan, personally known to me (or acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



**EXHIBIT A TO ASSIGNMENT OF DEED OF TRUST AND ASSIGNMENT OF  
RENTS TOGETHER WITH PROMISSORY NOTE**

**Property Description:**

Lot 1 Block E as shown on the Amended Map of Zephyr Cove Properties, Inc. in section 10, township 13 North, Range 18 East, M. D. B. & M., filed in the Office of County Recorder of Douglas County, Nevada on August 5, 1929.

