DOC # 0701701 05/23/2007 03:33 PM Deputy: GB OFFICIAL RECORD Requested By: STEWART TITLE

> Douglas County - NV Werner Christen - Recorder

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Of 2 Fee: PG-8074 RPTT:

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## ASSIGNMENT OF NOTE AND DEED OF TRUST "LSI TITLE, FNDS DIVISION" 6890377

THIS ASSIGNMENT OF NOTE AND DEED OF TRUST (this "Assignment"), dated as of this 30<sup>th</sup> day of November 2006 is made by Jaguar Group, LLC, a Colorado limited liability company ("Assignor"), having an office at P.O. Box 1313, Broomfield, CO 80038, in favor of Jaguar Associated Group, LLC ("Assignee"), whose address is P.O. Box 1313, Broomfield, CO 80038.

## RECITALS

- A. James W Utterback and Denise R Utterback, husband and wife as joint tenants with right of survivorship ("Maker") executed a promissory note, dated June 8, 2006, in the original principal amount of \$227,500.00 (the "Note") payable to the order of Network Funding, which note was purchased by assignor.
- B. The Note, together with interest thereon, is secured by a deed of trust (the "Deed of Trust") dated **June 8**, 2006, given by Maker for the benefit of Assignor recorded in Book 0606 at Page 9836 under Reception No 0678272, in the records of the Clerk and Recorder for **Douglas County**, **Nevada** the Deed of Trust encumbers the property herein described.

LOT 11, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO 2, FILES INT EH OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, AS DOCUMENT NO. 28309, AND JUNE 4, 1965, AS DOCUMENT NO. 28377. A.P.N.: 1220-15-110-085

Also Known and Numbered as:

952 Dresslerville Road, Gardnerville, Nevada 89460

## ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to the limitation set forth below, hereby grants, bargains, sells, conveys, assigns, transfers and sets over unto the Assignee all Assignor's rights in and to the Note and the Deed of Trust, together with all monies now owing or that may hereafter become due or owing with respect thereto and the full benefit of all the powers and all the covenants and provisos therein contained.

Assignor represents and warrants that there have been no amendments or modifications to the Note or the Deed of Trust, that none of the property encumbered by the Deed of Trust has been released from the lien of the Deed of Trust and that Assignor has the right to assign the Note and the Deed of Trust and will upon request, do, perform and execute every act and document necessary to confirm this Assignment and the covenants and agreements herein contained, and if necessary, to join with the Assignee in asserting any claims against Maker under the Note and the Deed of Trust, and to remit any proceeds collected thereafter on the Note and the Deed of Trust to the Assignee.

This Assignment and the covenants contained herein shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

This Assignment may be executed in any number of counterparts, each of which shall constitute an original.

EXECUTED as of the date first set forth above

Jaguar Group, LLC,
A Colorado limited Liability Company
John Reinholdt II, Manager

STATE OF COLORADO ) so COUNTY OF BOULDER )

The foregoing Assignment of Note and Deed of Trust was acknowledged before me this 30<sup>th</sup> day of November 2006 by John Reinholdt II, as Manager of Jaguar Group, LLC a Colorado limited liability company.

WITNESS my hand and official seal.

Notary Public

My commission expires:

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