DOUGLAS COUNTY, NV

2015-869046

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CAPITAL TITLE COMPANY OF NEVADA, LLC

KAREN ELLISON, RECORDER

APN: 1220-16-210-193

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

5AIF Sycamore 1, LLC
19800 MacArthur Blvd., Suite 1150
Irvine, CA 92612A9COMMODATION CNLY
NO LIABILITY ASSUMED

(Space Above For Recorder's Use)

ABSOLUTE ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

THIS ABSOLUTE ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS (this "Assignment") is made as of August 26, 2015 (the "Effective Date"), by 5 ARCH FUNDING CORP. ("Assignor").

RECITALS:

- A. Concurrently herewith, Assignor has conveyed to 5AIF SYCAMORE 1, LLC ("Assignee") all of Assignor's rights, title and interest in, to and under that certain mortgage loan (the "Loan") made by Pinnace Lending Group, Inc. a Nevada corporation to ROI Strategies, LLC a Nevada limited liability company ("Borrower").
- B. In connection with the conveyance of the Loan by Assignor to Assignee, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all of Assignor's rights, title and interest in, to and under: (i) that certain Note dated as of August 20, 2015 executed by Borrower in the principal amount of \$103,600 (the "Note"); (ii) that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated as of August 20, 2015 executed by Borrower, as Trustor, and recorded in the Official Records of Douglas County, Nevada, on

August 27, 2015 as Instrument No. 2015_868813 (the "Deed of Trust") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference; and (iii) any and all other documents and instruments executed in connection therewith (the "Other Documents"). The Note, the Deed of Trust, and Other Documents, shall be collectively referred to herein as the "Assigned Loan Documents."

C. Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the other Assigned Loan Documents and all other documents relating to or evidencing the Loan be assigned by Assignor and assumed by Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, all of Assignor's right, title and interest in and to the

Assigned Loan Documents, including, without limitation, all lien rights or other rights or interests in and to the property encumbered by the Deed of Trust, all sums of money due and to become due thereunder and all accrued interest or other charges thereon. Assignor hereby further absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, all of Assignor's right, title and interest in and to any and all claims, rights and causes of action, whether in tort or contract, whether known or unknown that Assignor may have against the Borrower and/or any third parties in connection with the Loan, the Assigned Loan Documents and/or the collateral for the Loan.

- 2. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed in its name by duly authorized officers as of the date first above written.

ASSIGNOR:

5 ARCH FUNDING CORP.

Ву:

Name:/<u>Gene Clark</u>

Title:

President

ACKNOWLEDGMENT

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 Orange)

On August 26, 2015 before me, Jack Chang, Notary Public, personally appeared Gene Clark, 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, and that by his signature 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 (Seal)



EXHIBIT A

All that certain real property situated in the County of Douglas, State of Nevada, described as follows:

Lot 15 in Block G of the Amended Map Ranchos Estates, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on October 30, 1972, in Book 1072 Page 642 as Document No. 62493.

