

APN: 1220-16-210-193

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Pacific Life Insurance Company

Attention: IMD Portfolio Management

700 Newport Center Drive

Newport Beach, CA 92660

Closing 3 hours → 1855

DOUGLAS COUNTY, NV

2016-886343

Rec:\$18.00

\$18.00 Pgs=5

08/19/2016 11:17 AM

CAPITAL TITLE COMPANY OF NEVADA, LLC

KAREN ELLISON, RECORDER

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF  
DEED OF TRUST AND LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF DEED OF TRUST AND LOAN DOCUMENTS (this "*Assignment*") is made as of October 23, 2015 (the "*Effective Date*"), by 5 ARCH INCOME FUND 1, LLC, a Delaware limited liability company ("*Assignor*").

RECITALS:

A. Concurrently herewith, Assignor has conveyed to PACIFIC LIFE INSURANCE COMPANY, a Nebraska corporation ("*Assignee*") all of Assignor's rights, title and interest in, to and under that certain mortgage loan (the "*Loan*") made by Pinnacle Lending Group, Inc. to ROI Strategies, LLC ("*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 Promissory Note dated August 20, 2015 executed by Borrower in the principal amount of \$103,600 (the "*Note*"); and (ii) that certain Deed of Trust dated August 20, 2015 executed by Borrower, as trustor, and recorded in the Official Records of Douglas County, NV, on August 27, 2015 as Instrument No. 2015-868806 (the "*Deed of Trust*") regarding the real property as more particularly described on **Exhibit A** attached hereto and incorporated by this reference. The Note, the Deed of Trust, and any other documents assigned in connection herewith 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, and the Assignee's successors, transferees, and assigns, 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, all accrued interest or other charges thereon, and all rights, claims or actions Assignor may have against any entity from which Assignor shall have acquired its interests. 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 IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND BY ASSIGNOR, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE NOTE, THE OBLIGATIONS EVIDENCED BY THE NOTE, THE ASSIGNED LOAN DOCUMENTS OR THE UNDERLYING COLLATERAL, IF ANY, EXCEPT AS PROVIDED UNDER THAT CERTAIN MASTER LOAN SALE AGREEMENT DATED AS OF OCTOBER 23, 2015 BY AND BETWEEN ASSIGNOR AND ASSIGNEE.

3. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

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 INCOME FUND 1, LLC

By: 

Name: Gene Clark

Title: EVP

**ASSIGNEE:**

PACIFIC LIFE INSURANCE COMPANY

By: 

Name: Dale Patrick

Title: Assistant Vice President

By: 

Name: Peter S. Fiek

Title: Assistant Secretary

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 October 23, 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.

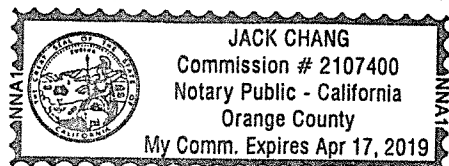
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



**ACKNOWLEDGMENT**

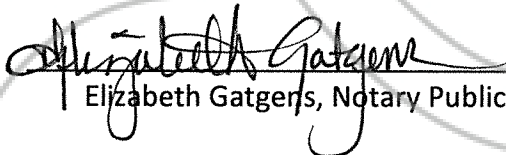
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of Orange )

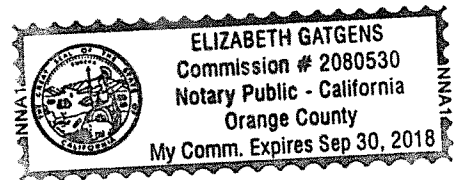
On April 26, 2016, before me, Elizabeth Gatgens, Notary Public, personally appeared Dale Patrick and Peter S. Fiek, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures 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 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Elizabeth Gatgens, Notary Public

My commission expires on: September 30, 2018



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

That certain property is situated in the County of Douglas, State of Nevada and is 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.

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