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**ASSIGNMENT OF DEED OF TRUST**

This Assignment (hereafter “Assignment”) is effective [**DATE**] between [**ASSIGNOR NAME**], a company organized and existing under the laws of the State of [**STATE**], with its principle place of business located at [**COMPLETE ADDRESS**] (“Assignor”) and [**ASSIGNEE NAME**], a company organized and existing under the laws of the State of [**STATE**], with its principle place of business located at: [**COMPLETE ADDRESS**] (“Assignee”). The parties may be referenced jointly as “Parties”.

**Assignment**

Effective [**DATE**] (the "Assignment Date"), Assignor assigns, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Deed of Trust, and the right to exercise any and all rights and remedies of the Assignor, with respect to the terms therein. Assignor represents and warrants that:

1. Assignor has the right, power and authority to execute this Assignment;
2. that to the best of Assignor’s knowledge the Deed of Trust is a good, valid and binding agreement between the parties and is in full force and effect in accordance with its terms which have not been amended or modified; and
3. that no act or omission on the part of Assignor has occurred that would be considered a default under the Deed of Trust.

Assignor disclaims any further interest in the Deed of Trust.

**Acceptance and Indemnification**

Assignee accepts this assignment and promises to perform all services and obligations required of Assignor under the Deed of Trust, as of and after the Assignment Date, and continuing after for as long as the Deed of Trust remains in full force and effect.

**Binding Effect**

This Agreement shall be binding upon the Parties, their successors and assigns.