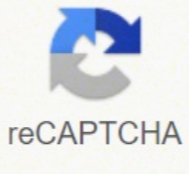




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**Next**

**ASSIGNMENT OF CONTRACT  
AGREEMENT**

This Agreement (hereinafter "Agreement") is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter "Assignor") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter "Assignee").

**RECITALS**

WHEREAS, Assignor is the owner of and has rights in and to a contract to purchase a particular piece of real estate (hereinafter "Contract");

WHEREAS, Assignee desires to purchase Assignor's rights to said Contract;

WHEREAS, Assignor has the contractual right to assign the Contract to Assignee, and Assignee is willing to pay Assignor consideration for said assignment.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**AGREEMENT**

1. **Contract.** The Contract for purchase of real estate is between Assignor as Purchaser and \_\_\_\_\_ as Seller, dated \_\_\_\_\_. The real estate referred to in the Contract shall hereinafter be referenced as the "Property". It is set forth in the Contract that Seller has agreed to and Assignor has the right to assign the Contract to any person or entity.

2. **Assignment.** Upon the execution of this Agreement, Assignor agrees to assign all of its rights under the Contract to Assignee.

3. **Assignment Fee.** As consideration for this transfer or assignment, Assignee agrees to pay Assignor \_\_\_\_\_ dollars (\$\_\_\_\_\_). This Assignment Fee shall be paid upon the Closing of the purchase of the Property by Assignee. This Agreement shall be provided by both parties to the escrow agent processing the Closing and the Assignment Fee shall be set forth on the Settlement Statement for the Closing.

**SUBLEASE AGREEMENT**

responsibility to investigate the financial capability and/or suitability of all proposed tenants.

**7. Master Lease.**

(a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein \_\_\_\_\_ is the lessor, ("Master Lessor").

(b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

(d) During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (the "Sublessee's Assumed Obligations"). The obligations that Sublessee has not assumed under this Paragraph 7 are hereinafter referred to as the "Sublessor's Remaining Obligations".

(e) Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

(f) Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

(g) Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

**8. Assignment of Sublease and Default.**

(a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.

(b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

**9. Consent of Master Lessor.**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)

APN. NO. TITLE NO. ESCROW NO.

This Deed of Trust, made this \_\_\_ day of \_\_\_, 20\_\_\_, between

herein called Trustor,  
whose address is \_\_\_\_\_  
Lawyers Title Company A California Corporation, herein called Trustee, and \_\_\_\_\_  
herein called Beneficiary.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in \_\_\_\_\_ County, California, described as:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (11) of the provisions set forth below to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$\_\_\_\_\_ executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18th, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	664	Kings	782	633	Placer	895	301	Sierra	29	335
Alpine	1	260	Lake	362	39	Plumas	151	5	Siskiyou	466	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	699	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1506	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	491	286
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	273
Fresno	4626	372	Modoc	184	851	San Mateo	429	4078	Tuolumne	135	47
Gleeson	422	184	Monterey	2194	538	Santa Barbara	1878	860	Ventura	2662	366
Humboldt	657	627	Napa	639	86	Santa Clara	5336	341	Yuba	334	486
Imperial	1091	501	Nevada	305	320	Shasta	664	525	San Diego	Series 2	Book 1961
Inyo	147	596	Orange	5889	611					Page	193887
Kern	3427	60									

PAGE 1

ASSIGNMENT OF LEASE AGREEMENT

ASSIGNMENT OF LEASE AGREEMENT

1. This Agreement is made this \_\_\_ day of \_\_\_, 20\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_.

2. The Assignor hereby irrevocably assigns to the Assignee all its right, title and interest in and to the Lease Agreement between \_\_\_\_\_ and \_\_\_\_\_, including all amendments, modifications and supplements thereto, together with all the rents, issues and profits thereunder.

3. The Assignor warrants that it is the lawful owner of the Lease Agreement and that it has the right to assign the same.

4. The Assignor warrants that the Lease Agreement is in full force and effect and that it is not subject to any lien, claim or other encumbrance.

5. The Assignor warrants that the Lease Agreement is not in violation of any law, ordinance, regulation or order of any governmental authority.

6. The Assignor warrants that the Lease Agreement is not subject to any pending litigation or other legal proceeding.

7. The Assignor warrants that the Lease Agreement is not subject to any bankruptcy proceedings.

8. The Assignor warrants that the Lease Agreement is not subject to any other legal proceeding.

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and any other payments that may become due or payable in respect of the Property; provided however, that no such demand shall be made by the Assignee unless and until there shall have occurred and be continuing an Event of Default, as defined therein, under the Deed of Trust or any of the other Loan Documents, and until such demand is made, the Assignee shall be authorized to collect or continue to collect the Rents.

III. APPOINTMENT OF ATTORNEY

The Assignor does hereby irrevocably constitute and appoint the Assignee, while this Agreement remains in force and effect and, in each instance, to the full extent permitted by applicable law, the Assignee's true and lawful attorney in fact, coupled with an interest and with full power of substitution, delegation and revocation, for the Assignor and in the Assignee's name, place and stead, to enter and take possession of the Property by actual physical possession without the commencement of any action to foreclose the Deed of Trust or to exercise any power of sale the Assignee may have thereunder and to do and perform any or all of the following actions, as fully as the Assignor could do if personally present, hereby ratifying and confirming all that the Assignee, an attorney or the Assignor's substitute, shall lawfully do or cause to be done by virtue hereof:

- To manage and operate the Property or any part thereof;
- To lease, license or assign any part or parts of the Property for such periods of time, and upon such terms and conditions as the Assignee may, in the Assignee's sole discretion, deem proper;
- To enforce, cancel or modify any of the Assignee's Leases;
- To enter into subordination and non-disturbance agreements with respect to any mortgages or deeds of trust on or leases, licenses or concessions of the Property (including the Deed of Trust) or with any of the lessees, licensees or concessionaires under any of the Assignee's Leases;
- To demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts, releases, discharges or other instruments for all the Rents, issues, profits and other amounts that may hereafter become due or payable in respect of the Property, or any part thereof, from any present or future lessees, tenants, subtenants, licensees, concessionaires or occupants thereof;
- To institute, prosecute to completion, or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants, licensees, concessionaires or occupants of the Property, or any part of the Property;
- To enforce or explain or restrain the violation of any of the terms, provisions and conditions of any of the Assignee's Leases;
- To make such repairs and alterations to the Property as the Assignee may, in the Assignee's reasonable discretion, deem proper;
- To pay, from and out of any of the Rents, issues and profits collected in respect of the Property or any part thereof, or from or out of any other funds, taxes, assessments, water rates, sewer rates or other governmental charges levied, assessed or imposed against the Property, or any portion thereof, and also any and all other charges, costs and expenses which the Assignee may deem necessary or advisable for the Assignee to pay in the management or operation of the Property, including commissions for renting the Property, or any portion thereof, management and consulting fees, and legal expenses incurred in enforcing claims, drafting and negotiating documents or for any other services that may be required; and
- To do generally, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property, as fully as the Assignor might do, provided however, that acceptance of this Agreement shall not, prior to entry upon and taking possession of the

Assignment of Leases and Rents, page 2



Assignment of contract california form.

Section 2 The Property (6) Property Location. (21) Seller Printed Name. (11) Other. There may be other circumstances or conditions the Assignee and Assignor have agreed to fulfill for this assignment to occur. (10) Gift. Furnish the time and date of the original purchase contract this agreement concerns. The manner by which the Assignor releases his or her interest over the concerned real estate to the Assignee will need to be discussed in this paperwork. Select the second checkbox if "No Payment" will be required of the Assignee to assume the real estate interest being discussed from the Assignor. Download: Adobe PDF, MS Word, OpenDocument Advanced Version - Use when a purchase contract is being purchased and assigned to a 3rd party. (13) No Seller Approval Requirement. Step 4 - Attach and Close After the assignment is signed, it should be attached to the original purchase contract. For instance, define any type of structure on the property (i.e. residential building, office building with parking lot, etc.). Before the closing, it is common to assign a purchase contract to a business entity or the person whom the loan or mortgage will be under. Section 8 (14) Governing Law. For instance, the release of interest may be dependent on the termination of the Assignee from a shared Business Entity with the Assignor. Section X will supply the space for such information to be presented and will allow the title of additional paperwork that will be attached to be included. (2) Assignor of Real Estate Interest. The Party who shall release his or her interest on the concerned real estate upon the satisfaction of this agreement's conditions must be identified with a record of his or her full name and mailing address. This area may be left unattended if the information produced thus far represents the full scope of the obligations each Party must live up to for this assignment to proceed to completion. The Assignor making this assignment should sign his or her name and dispense the date this action was completed. Sample: Purchase Contract Download: Adobe PDF, MS Word, OpenDocument How to Write Download: Adobe PDF, MS Word, OpenDocument Section 1 The Parties (1) Effective Date For Purchase Contract. The calendar date considered the first day of this document's effect on the Parties involved must be established in the first section. Section 3 Transfer (8) Fixed Payment. If this transfer of interest results from a payment from the Assignee to the Assignor then mark the "Fixed Payment" checkbox (found in the third section). (20) Seller Signature And Date. (16) Assignor Signature And Date. The assignee will be recognized as the buyer and will be required to close on the property in accordance with the terms of the purchase contract. (18) Assignee Signature And Date. This will require a record of his or her name and address. Report the state that will hold authority over this assignment and the agreement being developed. Step 1 - Come to a Non-Binding Agreement The buyer (assignor) in the original purchase contract and the new buyer (assignee) will need to come to an agreement. In most cases, the assignee will offer a fixed amount to buy the contract. Step 2 - Share the Purchase Contract The assignor may need to require the assignee to sign a non-disclosure agreement (NDA) as the details included in the purchase contract are confidential. (19) Assignee Printed Name. If there is a payment as part of the assignment, it should be paid at the time of signing. In addition to the location of the concerned real estate, it is recommended that an adequate description be provided. Step 3 - Create an Assignment After the purchase contract is shared an assignment should be written and signed. It's also accepted for a contract holder to sell their rights to buy a property for a fixed amount. (5) Date Of Purchase Contract. (3) Assignee Of Real Estate. The Party that will be able to express a rightful interest or claim on the real estate or real property through this document will need to be named. Bear in mind, a Business Entity acting as the Assignee must have its legal identity including status suffix (if any) produced. Table of Contents Simple Version Advanced Version Simple Version - Use when a purchase contract is being assigned to an entity that is owned by the buyer. This statement will require the exact "Payment Amount" and the maximum number of days after the Effective Date when this payment must be received from the Assignee in order for it to be on time and in compliance with this agreement. This agreement has thus far dealt with the Assignor and the Assignee. Section 10 Additional Terms (15) Remaining Agreement Conditions. All the conditions and the terms that the Assignor and Assignee require to be complied with should be contained within this agreement before it is signed. After signing the NDA, the assignor should share the purchase contract with the assignee. The concerned real estate must have its physical address (where it may be visited in person) documented. If this transfer of interest is considered a gift from the Assignor to the Assignee then select the "Gift" checkbox. (9) No Payment. If the Seller of the real estate must approve this assignment then the first statement made in Section IV should be selected and a report the number of days within the effective date of this agreement when such approval must be gained (from the Seller) will be required. Download: Adobe PDF, MS Word, OpenDocument How to Assign a Purchase Contract (4 Steps) This guide is for assignments when selling a purchase contract to a 3rd party. If it has been indicated that the Seller must provide consent, then he or she must sign this paperwork upon its completion and a thorough review so that this assignment may proceed. Ideally, the property's legal description can be reported here or attached to this agreement. His or her signature date will also be required. (4) Seller Of Real Estate. The Property Owner or the Party selling the concerned real estate requires his or her name presented. The Recipient of this assignment, the Assignee, should review this agreement then sign his or her name. A purchase contract assignment is between a holder (assignor) that transfers their interest in buying real estate to someone else (assignee). (17) Assignor Printed Name. (7) Property Description. The date of the Assignee signature must also be reported at the time of signing. Select the second statement made by Section IV if this agreement may require only the consent of the Assignor and the Assignee to be effective. In any case, if none of the statements made in the third section accurately define the basis for this assignment, select the "Other" checkbox and provide this definition to the space available. Section 4 (12) Required Seller Approval. If Assignor is a Business Entity then make sure the name recorded is its entire legal name. If the seller's consent is required, the assignment will need their signature to be valid.



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