

WJ  
Return recorded instrument to:

Sally A. Hassenfratz  
Phillips McFall McCaffrey McVay & Murrah, P.C.  
One Leadership Square 12<sup>th</sup> Floor  
211 N. Robinson  
Oklahoma City, OK 73102

Doc # 2004112815  
Bk 9388  
Pg 237-241  
DATE 07/13/04 08:02:07  
Filing Fee \$21.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Cecilynn Caudill

**ASSIGNMENT AND ASSUMPTION OF  
PROMISSORY NOTE, MORTGAGE,  
ASSIGNMENT OF RENTS, AND RELEASE**

FOR VALUE RECEIVED, the undersigned, Newey Family Partners, LLC, an Oklahoma limited liability company, formerly Newey Family Partners, LLC, an Oklahoma general partnership, having its principal mailing address at P. O. Box 10659, Oklahoma City, Oklahoma, 73120 (the "Assignor"), does hereby assign, transfer and set over to Lucky Partners, LLC, an Oklahoma limited liability company, having its principal office at 10713 East Reno, Oklahoma City, Oklahoma, 73116, all of the Assignor's right, title, interest, obligations and duties in and to that certain (a) Promissory Note dated March 19, 2002 executed by Assignor, as Maker, and Quail Creek Bank, N.A. ("Payee"), as payee, in the original principal amount of Two Hundred Ninety Nine Thousand Four Hundred Eighty Nine and 96/100 Dollars (\$299,489.96) (the "Note"); (b) Mortgage with Power of Sale dated March 19, 2002, entered into by Assignor, as Mortgagor, and Payee, as Mortgagee and recorded as Doc # 12002045362 at Book 8388 Page 1728 in the County Clerk's office of Oklahoma County (the "Mortgage"); and (c) Assignment of Rents dated March 19, 2002 entered into by Assignor, as assignor, and Payee, as assignee and recorded as Doc # 2002045371 at Book 8388, Page 1803 in the County Clerk's office of Oklahoma County (the "Rent Assignment"), and all other documents executed by Assignor in connection with (a), (b), and/or (c) above, which Note, Mortgage, and Rent Assignment cover the real property (the "Fee Property") and the building, fixtures, and improvements erected thereon (the "Improvements") which Fee Property and Improvements are more particularly described on Exhibit "A" attached hereto.


The Assignor certifies that the Assignor has full power to assign the Note, Mortgage and Rent Assignment and the rights and obligations arising thereunder and that the Assignor has executed no prior assignment thereof.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment this  
30 day of June, 2004.

Newey Family Partners, LLC, an Oklahoma limited liability company, formerly Newey Family Partners, an Oklahoma general partnership

By:

  
Kenneth H. Newey, Manager

By:   
Regina L. Newey  
Manager

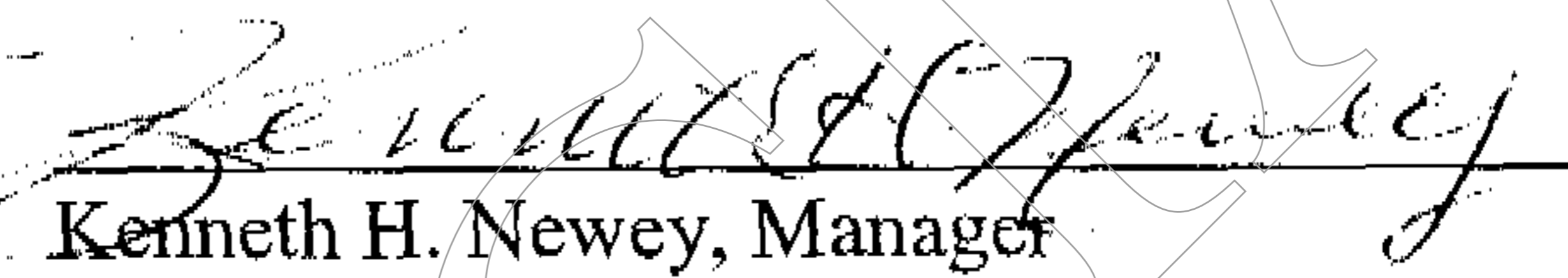
(the "Assignor")

**ASSUMPTION OF ASSIGNMENT**

In consideration of the foregoing Assignment by the Assignor, the Assignee hereby accepts such Assignment and assumes and agrees to perform all of the obligations and duties of the Assignor under the Note, Mortgage, the Rent Assignment, and all other documents executed by Assignor in connection therewith, arising from and after the effective date hereof.

IN WITNESS WHEREOF, the Assignee has duly executed this Assumption this 20  
day of June, 2004.

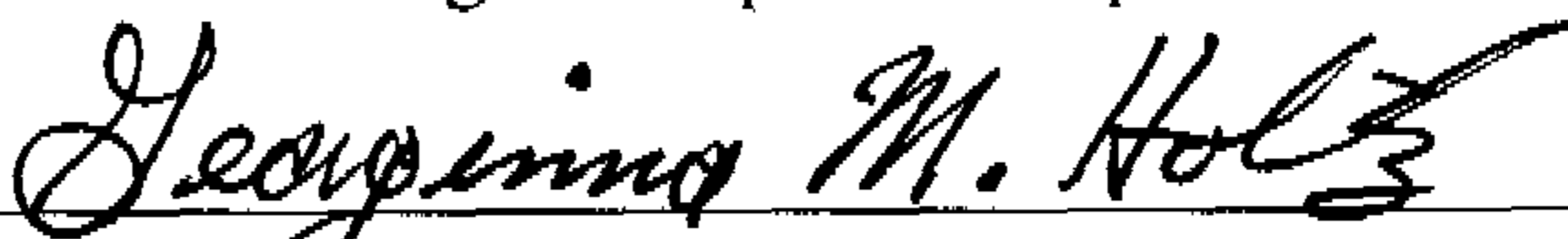
Lucky Partners, LLC, an Oklahoma limited liability  
company

By:   
Kenneth H. Newey, Manager

(the "Assignee")

STATE OF OKLAHOMA            )  
  ) SS.  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me this 30 day of June, 2004 by Kenneth H. Newey, Manager of Newey Family Partners, L.L.C., an Oklahoma limited liability company, formerly Newey Family Partners, an Oklahoma general partnership.

  
Notary Public

Oklahoma Commission No. 2007381

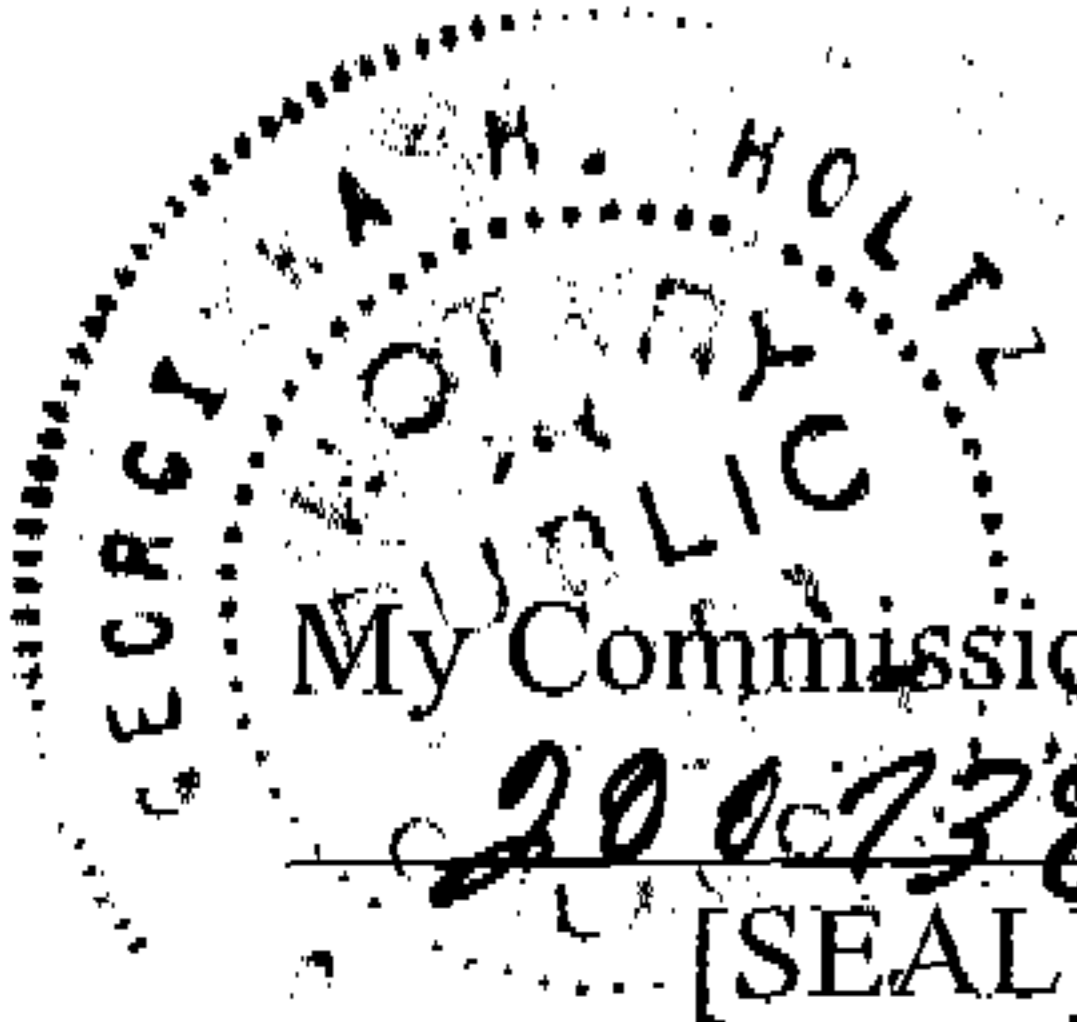


STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me this 25 day of June, 2004 by Regina L. Newey, Manager of Newey Family Partners, L.L.C., an Oklahoma limited liability company, formerly Newey Family Partners, an Oklahoma general partnership.

Georgina M. Holtz  
Notary Public

Oklahoma Commission No. May 14, 2006



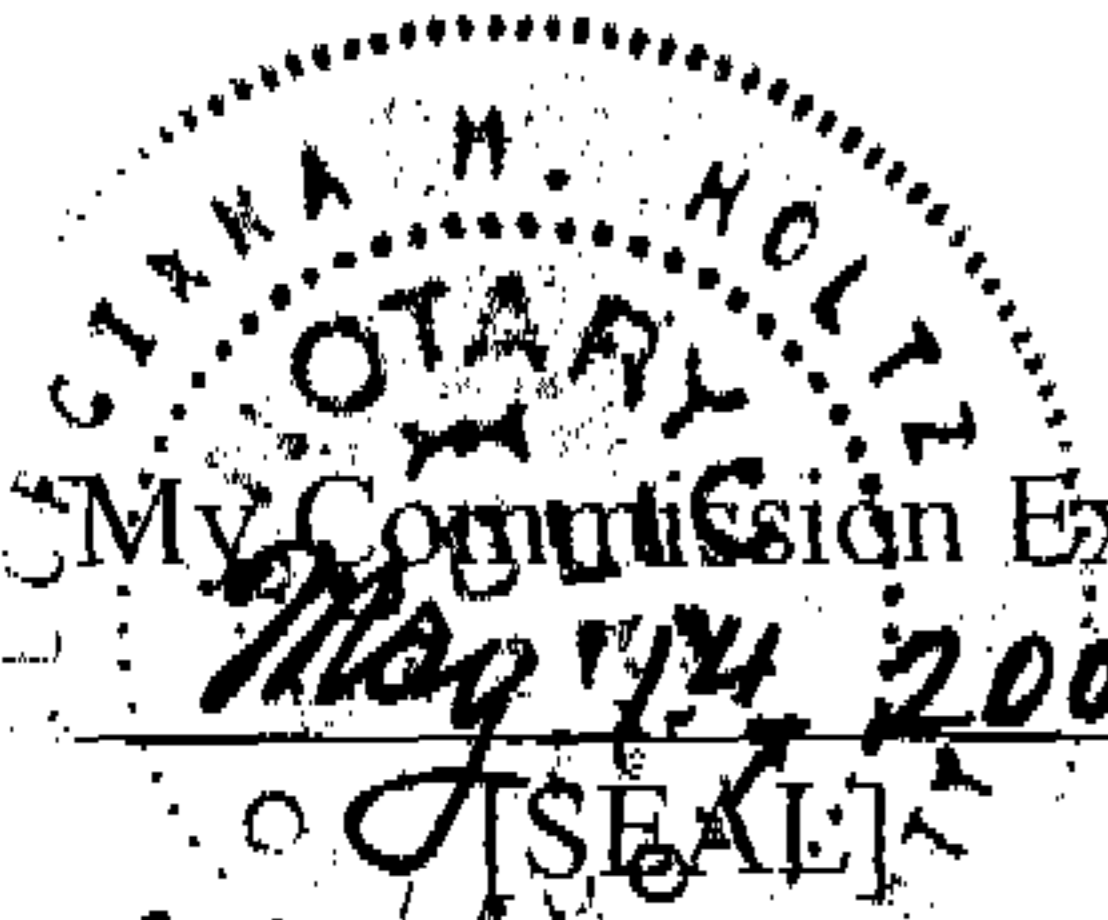
My Commission Expires:  
2007381  
[SEAL]

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me this 30 day of June, 2004 by Kenneth H. Newey, Manager of Lucky Partners, L.L.C., an Oklahoma limited liability company.

Georgina M. Holtz  
Notary Public

Oklahoma Commission No. 2007381



My Commission Expires:  
May 14, 2006  
[SEAL]

My Commission Expires:

[SEAL]

**CONSENT TO ASSIGNMENT AND RELEASE OF ASSIGNOR**

Quail Creek Bank, N.A., on behalf of itself and its successors and assigns, hereby acknowledges and consents to the above and foregoing Assignment and Assumption of Promissory Note, Mortgage and Assignment of Rents and releases Assignor from all obligations and liabilities arising under the Note, Mortgage, Assignment of Rents and this Assignment.

Dated this 12<sup>th</sup> day of July, 2004

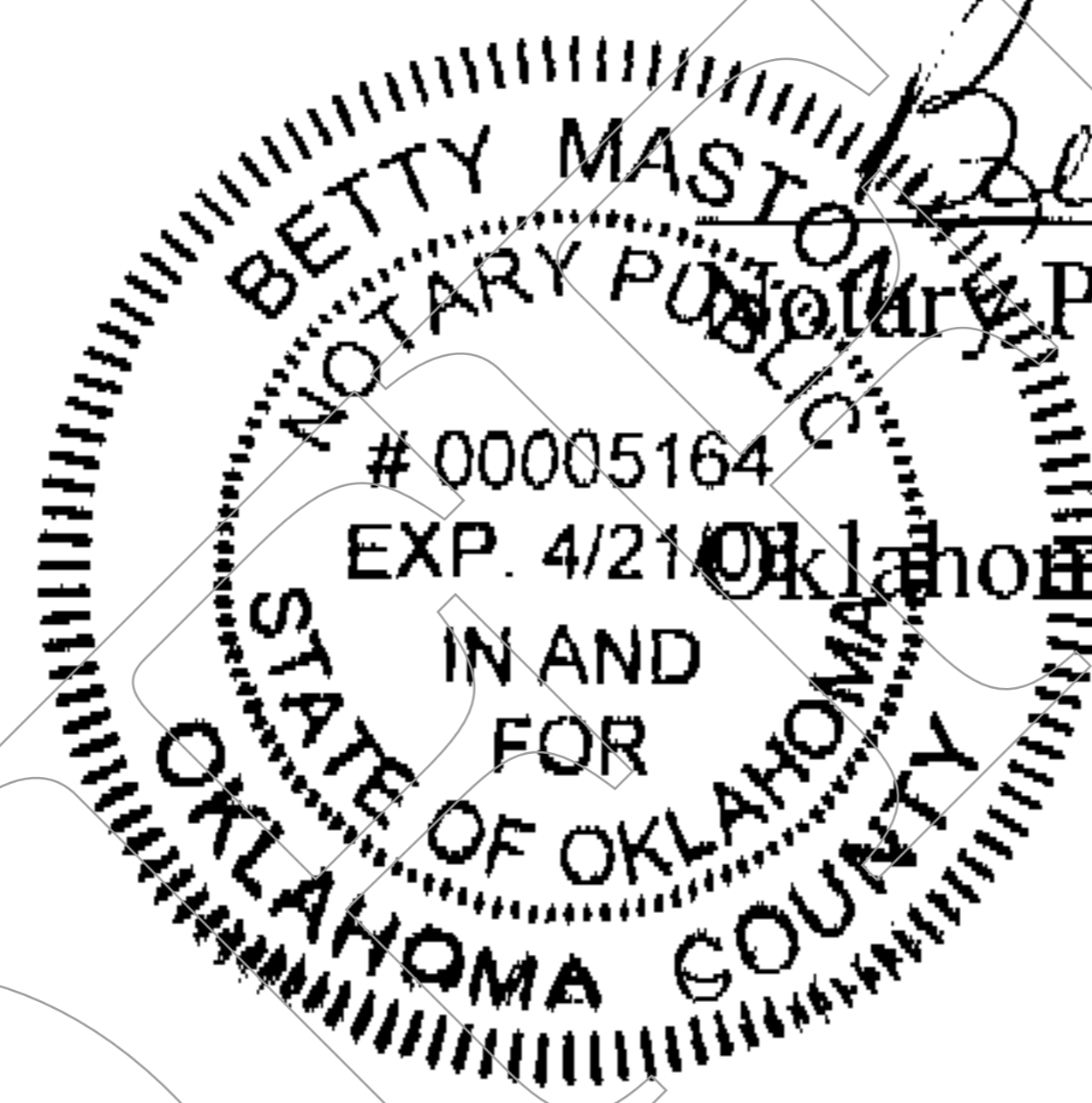
QUAIL CREEK BANK, N.A.

By: Michael D. Spann Sr  
\_\_\_\_\_  
Vice President

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) SS.  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me this 12<sup>th</sup> day of July, 2004 by Michael D. Spann, Sr. Vice President of Quail Creek Bank, N.A.



Betty Maston  
\_\_\_\_\_  
Notary Public  
Oklahoma Commission No. 5164

My Commission Expires:  
4-21-08  
[SEAL]

**EXHIBIT "A"**

A tract, piece or parcel of land lying in the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast corner of said SE/4, thence N. 0°00'00" E. along the East line of said SE/4 a distance of 1015.65 feet; thence N. 89°47'38" W. a distance of 85.00 feet to the point or place of beginning; thence continuing N. 89°47'38" W. a distance of 155.00 feet; thence S. 0°00'00" W. a distance of 402.30 feet; thence S. 89°47'38" E. a distance of 180.00 feet; thence N. 0°00'00" E. a distance of 377.30 feet; thence N. 44°53'49" W. a distance of 35.42 feet to the point or place of beginning.

2839 S. Douglas Blvd.  
Midwest City, OK 73110