

Return recorded instrument to:
Sally A. Hassenfratz
Phillips McFall McCaffrey McVay & Murrah, P.C.
One Leadership Square 12th Floor
211 N. Robinson
Oklahoma City, OK 73102

Doc # 2004112816
Bk 9388
Pg 242-246
DATE 07/13/04 08:02:07
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk

**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 No. 1 dated March 19, 2002 entered into by Assignor, as Maker, and Quail Creek Bank, N.A. ("Payee"), as payee, in the original principal amount of Three Hundred Forty Three Thousand Six Hundred Twelve and 26/100 Dollars (\$343,612.26) ("Note No. 1"); (b) Mortgage with Power of Sale No. 1 dated March 19, 2002, entered into by Assignor, as Mortgagor, and Payee, as Mortgagee and recorded as Doc # 12002045363 at Book 8388 Page 1740 in the County Clerk's office of Oklahoma County ("Mortgage No. 1"); (c) Promissory Note No. 2 dated May 14, 2004 entered into by Assignor, as Maker, and Quail Creek Bank, N.A. a payee, in the original amount of Three Hundred Seventy Six Thousand Two Hundred Ninety Three and 42/100 Dollars (\$376,293.42) ("Note No. 2"); (d) Mortgage with Power of Sale No. 2 dated May 14, 2004, entered into by Assignor, as Mortgagor, and Payee, as Mortgagee and recorded as Doc # 2004079294 at Book 9320 Page 507 in the County Clerk's office of Oklahoma County ("Mortgage No. 2"); and (e) Assignment of Rents dated March 19, 2002 entered into by Assignor, as assignor, and Payee, as assignee and recorded as Doc # 12002045372 at Book 8388, Page 1811 in the County Clerk's office of Oklahoma County (the "Rent Assignment"), and all other documents executed by Assignor in connection with (a), (b), (c), (d), and/or (e) above, which Notes, Mortgages, and Rent Assignments 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 Notes, Mortgages 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
Kenneth H. Newey, Manager

By: [Signature]
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 Notes, Mortgages, 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 30th day of June, 2004.

Lucky Partners, LLC, an Oklahoma limited liability company

By: [Signature]
Kenneth H. Newey, Manager

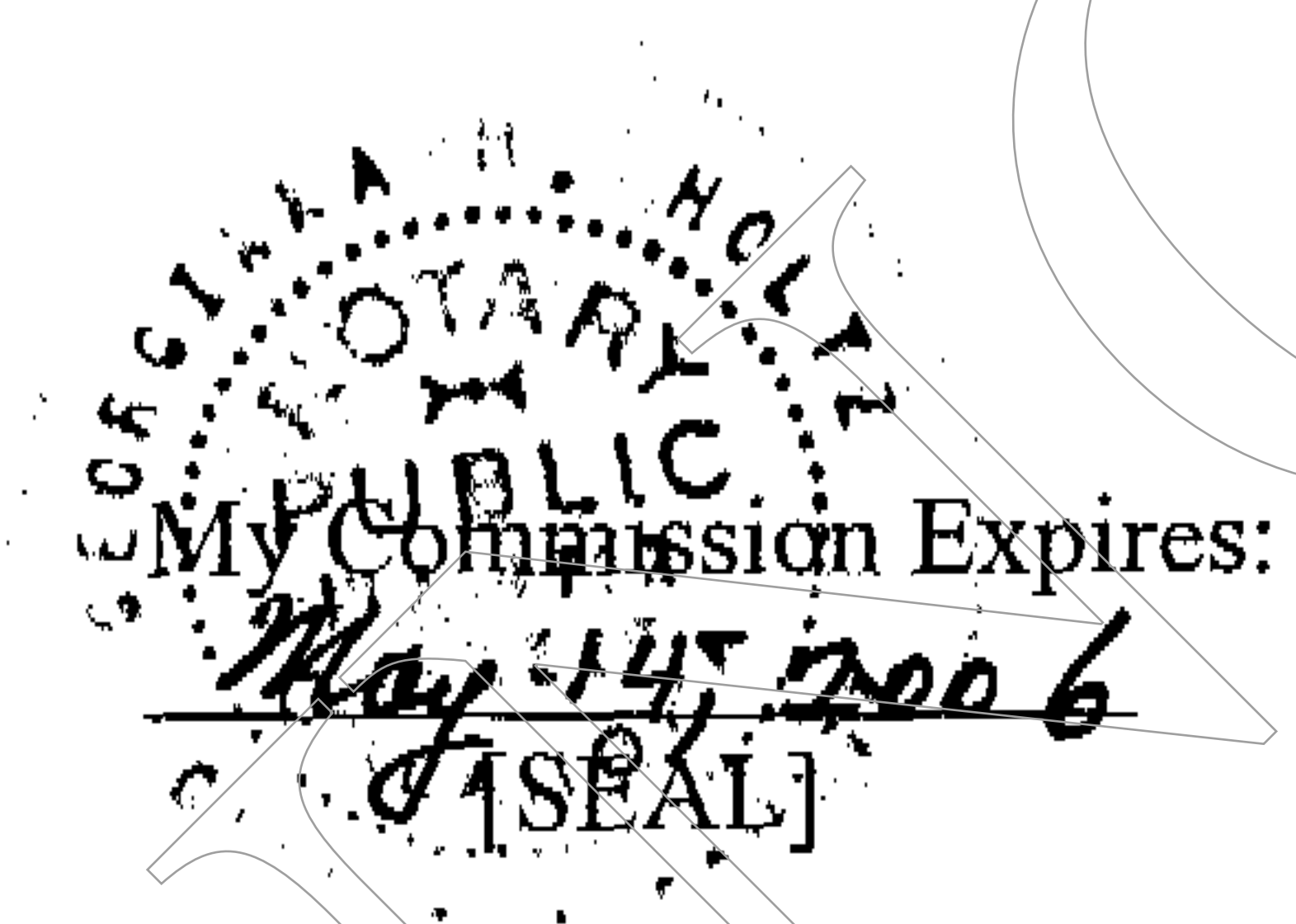
(the "Assignee")

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.

[Signature]
Notary Public

Oklahoma Commission No. 2007381

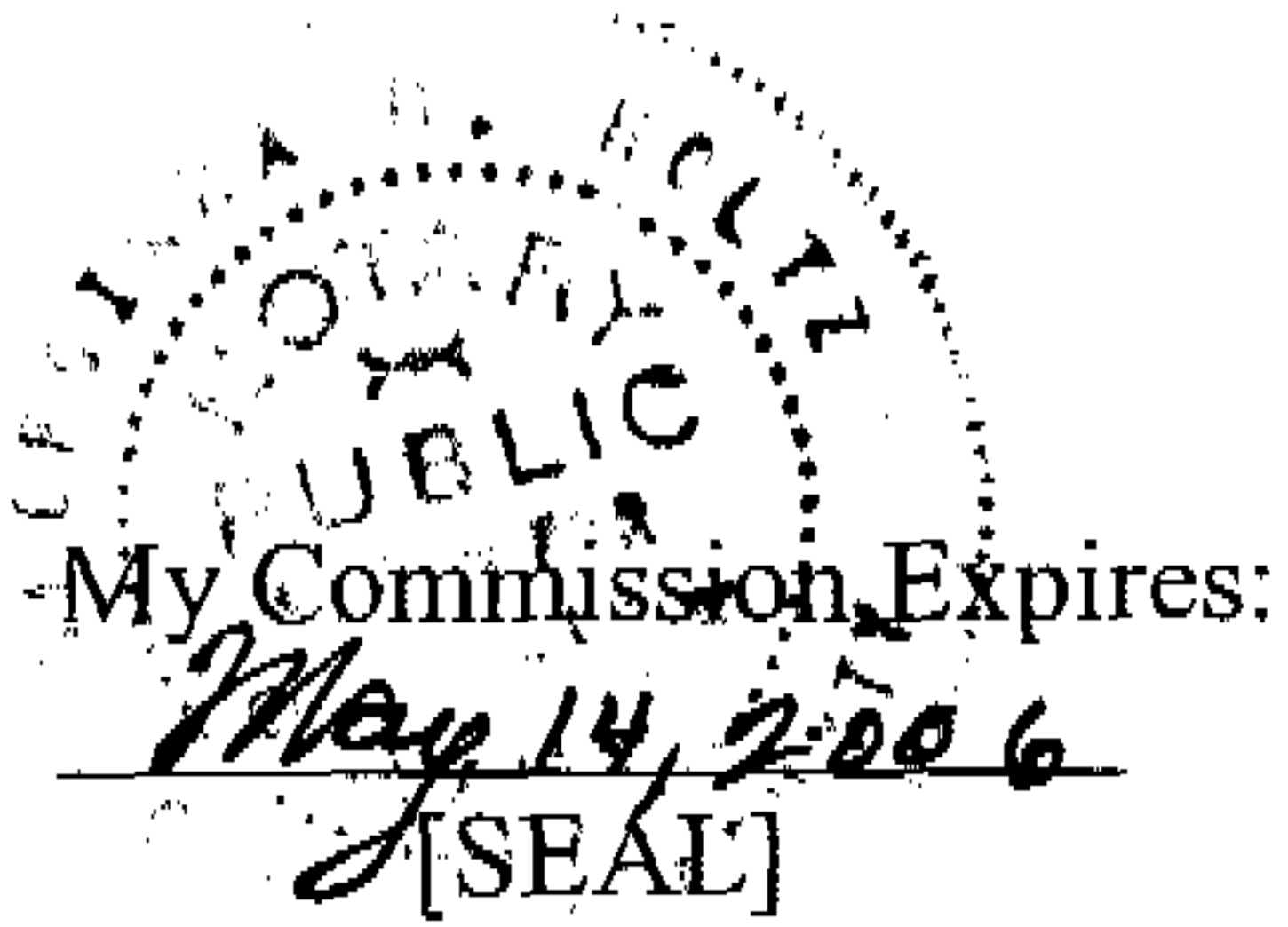


STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

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.

Georginus M. Holtz
Notary Public

Oklahoma Commission No. 2007381

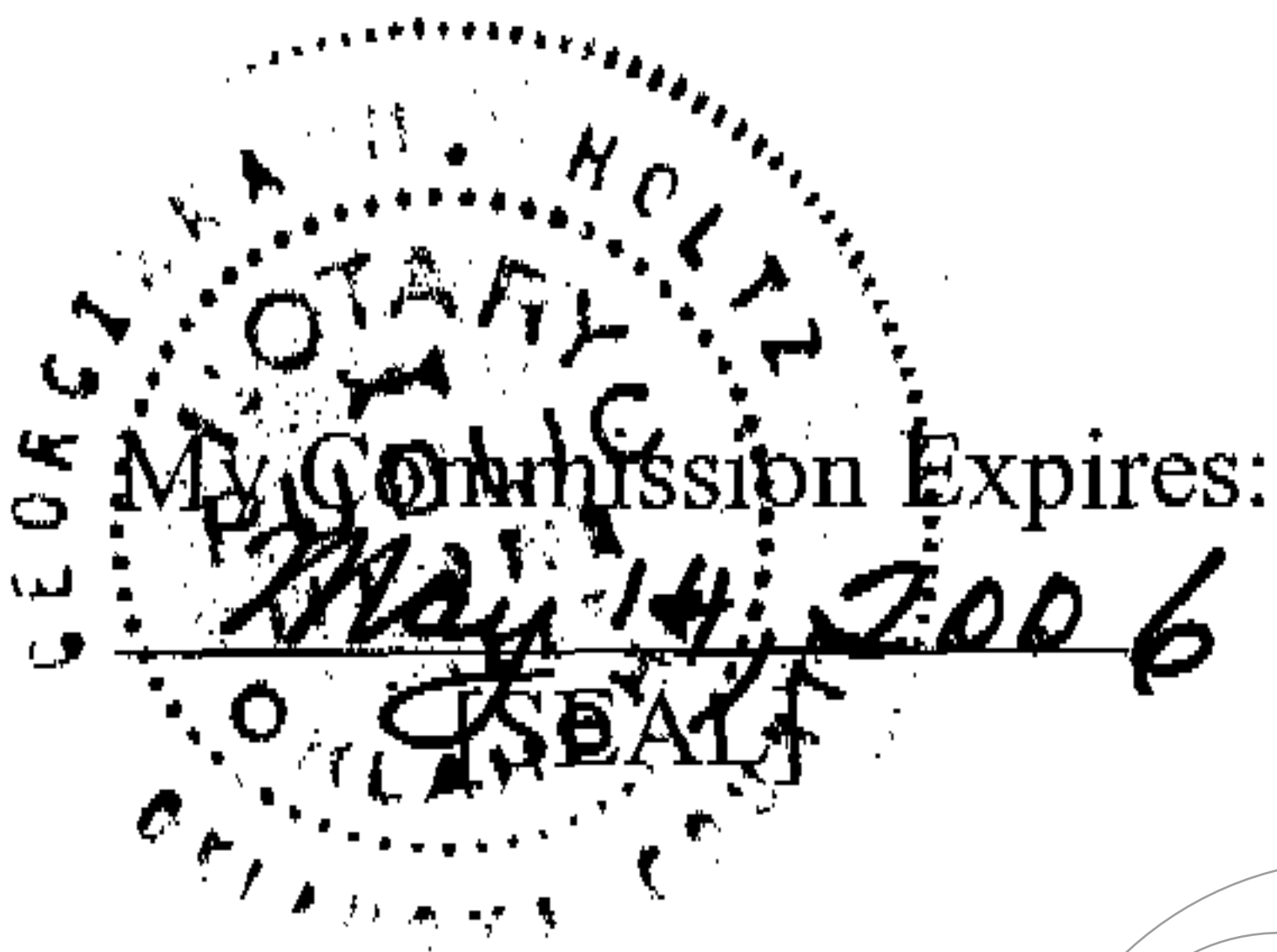


STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

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

Georginus M. Holtz
Notary Public

Oklahoma Commission No. 2007381



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 Notes, Mortgages and Assignment of Rents and releases Assignor from all obligations and liabilities arising under the Notes, Mortgages, Assignment of Rents and this Assignment.

Dated this 12th day of July, 2004

QUAIL CREEK BANK, N.A.

By: Michael Spann, Sr.

Vice President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

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

Betty Maston

Notary Public
00005164
EXP. Oklahoma Commission No. 5164
IN AND FOR
STATE OF OKLAHOMA
OKLAHOMA COUNTY

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

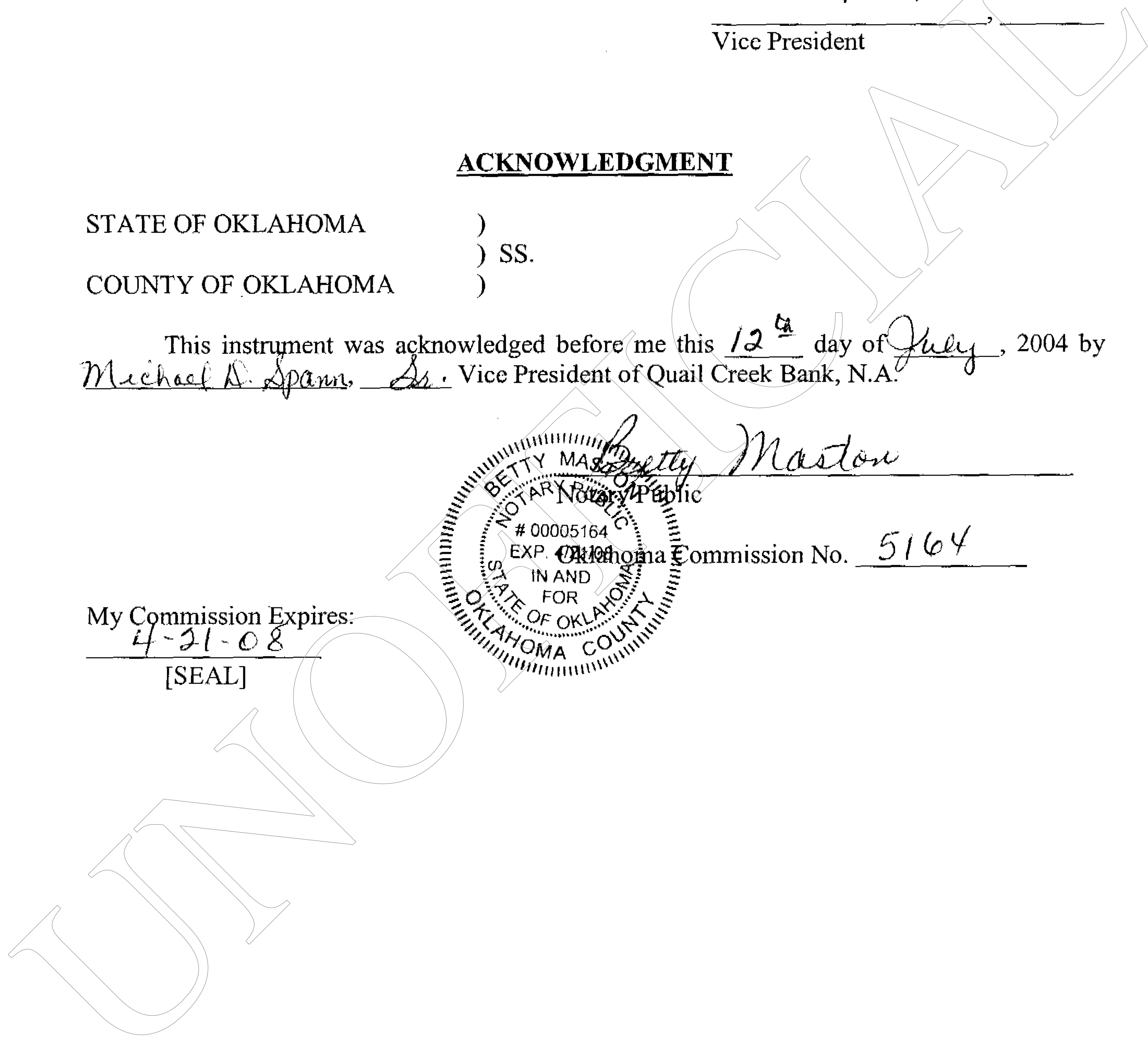


EXHIBIT "A"

A part of 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, more particularly described as follows: Beginning at a point 483.50 feet North and 260.00 feet West of the Southeast corner of said Section 11; Thence South and parallel to the East line of said Section a distance of 418.09 feet; Thence West and parallel to the South line of said Section a distance of 11.00 feet; Thence North and parallel to the East line of said Section a distance of 15.00 feet; Thence West a distance of 189.00 feet to a point 80.75 feet North of the South line of said Section; Thence North and parallel to the East line of said section a distance 402.75 feet; Thence East and parallel to the South line of said Section a distance of 200.00 feet to the point or place of beginning, (8911 S. E. 29th - Nissan Dealer)

and

A tract of land described as follows: Beginning at the Southwest corner of the above described tract for a point of beginning; Thence South 80.75 feet to the center line of S.E. 29th Street; Thence East a distance of 200 feet; Thence North a distance of 65.41 feet; Thence West 11 feet; Thence North 15 feet; Thence West 189 feet to the point of beginning. (8911 S. E. 29th - Nissan Dealer)