

## ASSIGNMENT

THIS ASSIGNMENT is made as of the date written below by and between CARLILE CAPITAL, LLC ("Assignor") and \_\_\_\_\_ ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the current owner of a loan in the original principal amount of Forty Four Thousand Nine Hundred Ten and No/Dollars (\$44,910.00), from Banco Tejano, a branch of Texline State Bank to Maria Del Carmen Espinoza ("Maker"), evidenced by a Promissory Note dated August 23, 1999 (the "Note");

WHEREAS, the Note is secured by a Deed of Trust dated August 23, 1999, filed for record on August 31, 1999 and recorded as File No. T938428 of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Note to Assignee and Assignee desires to accept same.

NOW THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to the Note, and the right to collect all sums due thereunder. This Agreement constitutes a conveyance document and is effective to convey all of Assignor's interest in and to the Note, without the execution of any further documents.

2. Consideration. Upon the date of execution of this Assignment, Assignee shall pay to Assignor the sum of TEN THOUSAND FIVE HUNDRED and NO/DOLLARS (\$10,500.00), by check or electronic transfer.

3. Acceptance and Indemnification. Assignee hereby accepts the foregoing assignment and transfer and promises to observe and perform all services and obligations required under the Note accruing on or after the execution of this Assignment for so long as the Note remains in full force and effect. Assignee shall indemnify, defend and hold harmless Assignor, its affiliates, officers, employees, agents, representatives and assigns, from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses of every nature whatsoever, including attorneys' fees, which arise from or relate to the Note on or after the execution of this Assignment.

4. Representations and Warranties. Assignor represents and warrants that (i) Assignor is the owner and holder of the Note; (ii) Assignor has the right, power and authority to execute this Assignment; and (iii) the Note has not been amended or modified.

5. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, addressed to the party for whom they are intended at the following addresses:

(a) If to Assignor: \_\_\_\_\_  
\_\_\_\_\_

(b) If to Assignee: \_\_\_\_\_  
\_\_\_\_\_

Such names and addresses may be changed by written notice.

6. Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended or terminated only by a written instrument executed by all parties, or their respective successors or assigns. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein.

7. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Waivers. Any failure by either party of this Agreement to comply with any of its obligations, agreements, or covenants hereunder may be waived by Assignor in the case of a default by Assignee and by Assignee in the case of a default by Assignor. All waivers under this Agreement shall be in writing and shall be delivered as provided herein.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Texas without regard to its conflict of law rules.

10. Jurisdiction and Venue. This Agreement shall be performable exclusively in Tarrant County, Texas. The parties agree that the exclusive jurisdiction and venue for any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby shall be in Tarrant County, Texas.

11. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon Assignor, Assignee, and their successors and assigns.

12. Provisions Severable. If any one or more covenants, agreements, or provisions herein shall be held for any reason whatsoever invalid or unenforceable, then such covenants, agreements, or provisions shall be null and void and shall be deemed severable from the remainder of this Agreement and in no way affect the validity of any such remainder.

13. Attorney's Fees. In the event that any action is instituted to enforce any of the provisions of this Agreement or to recover damages for the breach of any provision hereof, the prevailing party therein shall be entitled to recover any costs or expenses incurred, including without limitation, costs of court and attorneys' fees.

14. Number and Gender. Whenever required by the context, any reference herein to the singular shall include the plural, any reference to the plural shall include the singular, and the gender of any pronoun shall mean and include the appropriate gender, whether masculine, feminine, or neuter.



15. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ASSIGNOR:**

**CARLILE CAPITAL, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_