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AT THE REQUEST OF

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LINCOLN COUNTY RECORDER  
FEE 18.00 DEP  
LESLIE BOUCHER

APN # 002-103-09

Recording Requested by and Return to:

Name US Recordings, Inc.

Address 2925 Country Drive Ste. 201

City/State/Zip St. Paul, MN 55117

15944533

Assignment of Deed of Trust, Assignment of Leases and Rents,  
Security Agreement, Financing Statement and Fixture Filint

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2  
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

THIS INSTRUMENT PREPARED BY  
~~AND AFTER RECORDING RETURN TO:~~

James A. L. Daniel, Jr., Esq.  
Parker Poe Adams & Bernstein L.L.P.  
Three Wachovia Center  
401 South Tryon Street, Suite 3000  
Charlotte, North Carolina 28202

1594533      **ASSIGNMENT OF DEED OF TRUST,  
Recording Requested by &      **ASSIGNMENT OF LEASES AND  
When Recorded Return To:      **RENTS, SECURITY AGREEMENT,  
US Recordings, Inc.              **FINANCING STATEMENT  
2925 Country Drive Ste 201      **AND FIXTURE FILING  
St. Paul, MN 55117**********

This ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of August 28, 2003 (this "*Assignment*") made between BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), a national banking association having an address at 1445 Market Street, 12<sup>th</sup> Floor, San Francisco, California 94103, as Collateral Agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignor*") and WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5<sup>th</sup> Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, as successor collateral agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignee*"). All capitalized terms used herein and not separately defined in the body of this Assignment shall have the meanings provided in the Mortgage (as hereinafter defined).

**WITNESSETH:**

WHEREAS, the Assignor is the holder of the Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing, effective as of April 19, 1995, from AmeriGas Propane, L.P., a Delaware limited partnership, doing business in Nevada as AmeriGas Propane, Limited Partnership ("*Mortgagor*") in favor of Assignor and recorded on May 16, 1995 in Book 113, Page 429 in the real estate records of Lincoln County, Nevada (as amended, supplemented, assigned and in effect from time to time, the "*Mortgage*");

WHEREAS, the Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignor and the other financial institutions party thereto executed and delivered that certain Second Amended and Restated Credit Agreement dated as of August 22, 2002 (as amended, supplemented and in effect from time to time, the "*Existing Credit Agreement*");

WHEREAS, the Existing Credit Agreement is being terminated as of the date hereof;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignee and the other financial institutions party thereto executed and delivered that certain Credit Agreement dated as of the date hereof (the "*New Credit Agreement*");

WHEREAS, the New Credit Agreement constitutes Parity Debt Obligations which are among the Obligations already secured by the Mortgage;

WHEREAS, Assignor, effective as of the date hereof, is resigning as collateral agent pursuant to Section 12 of the Intercreditor Agreement;

WHEREAS, either the Secured Creditors or Mortgagor, effective as of the date hereof, is appointing Assignee as successor Collateral Agent or interim Collateral Agent (both as defined in the Intercreditor Agreement), as applicable, pursuant to Section 12 of the Intercreditor Agreement; and

WHEREAS, pursuant to the terms of the Mortgage, Assignor has provided notice to Mortgagor that the notice address of Mortgagee, as stated in the Mortgage, has been changed to WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5<sup>th</sup> Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, Attention: Agency Management.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, Assignor hereby assigns to Assignee the Mortgage, together with the notes or obligations described in or secured by the Mortgage, without representation or warranty and upon the express condition, understanding and agreement that this Assignment is made without recourse to Assignor or by any successor to the interest of Assignor in the Mortgage.

**(Signature Page to Follow)**



PETROLANE NEVADA  
PROPERTY No. P0409  
LINCOLN COUNTY  
635 RONNOW ROAD  
PANACA, NV

EXHIBIT A

LOTS 30 & 31 IN SUN GOLD MANOR UNIT NO. 1, TOWN OF PANACA.



U15964533-01PP05

ASGN D01/ASGN LS  
RIT# P0409  
US Recordings

