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West One Bank, Idaho NA

P.O. Box 8247

Boise, ID 83733 MTC 29337

ASSIGNMENT OF PROMISSORY NOTE

THIS ASSIGNMENT made and entered into on the 24 day of February, 1993, by and between RONALD E. GWIN, hereinafter referred to as "Assignor", to WEST ONE BANK, OREGON, Boise, Idaho, hereinafter referred to as "Assignee".

ASSIGNOR hereby assigns to Assignee all of his right, title and interest in and to that certain negotiable Promissory Note dated December 10, 1992, in the original principal amount of \$9,000.00, made by RICKARD M. SETTELMEYER and SHARI LEE SETTELMEYER, husband and wife, as Makers, payable to RONALD E. GWIN, as Payee. A copy of said Promissory Note is attached hereto marked as Exhibit A. This Assignment is given as a complete, absolute and final sale and conveyance of all the right, title and interest of Assignors in and to said Note and concurrently herewith, Assignor shall endorse the Note payable to the Assignee.

IT IS UNDERSTOOD and AGREED that the original Note is now held for collection by Mountain Title Company of Klamath County, Klamath Falls, Oregon, and the Assignor does hereby assign to the Assignee all of his right, title and interest in and to the time collection file or escrow and direct the Mountain Title Company of Klamath County to recognize and treat Assignee as the sole owner of the Promissory Note, the Trust Deed securing the same, all insurance policies, and other instruments or documents in connection with the collection of the identified Promissory Note.

There is a balance remaining due and unpaid to Assignor by reason of the identified contract in the sum of \$9,000.00, which, together with interest thereon at the rate of eight (8%) percent per annum is payable in monthly installments of not less than \$250.00 per month, as all provided in the original Deed of Trust which by this reference is incorporated into and made a part of this Assignment, marked as Exhibit B, for all necessary and proper purposes; and

The Assignor under the Deed of Trust and Note hereby being assigned, as beneficiary, since on or about December 10, 1992, has received payments of \$250.00 per month. Should the Assignor revert to payments of less than \$250.00 per month pursuant to the Deed of trust, the Assignee reserves the right to increase the number of payments which it is entitled to received to equal an amount not less than \$9,000.00, plus interest as set forth in the Option Agreement which has been entered into between the parties, a copy of which is attached hereto and marked as Exhibit C.

THARP & VAN ATTA
Attorneys at Law
Ore. Reg. No. 810
Oregon 97814
Ontario 888-7603

Assignor warrants, represents and agrees that:

(1) Assignor is the absolute owner of the identified Promissory Note and has full power and authority to execute this Assignment. No other security interest, sale, assignment or financing statement has been executed with regard to the described Promissory Note.

(2) Assignor will at any time or times hereafter execute such assignments, instruments and/or documents deemed necessary by Assignee to transfer the complete ownership of the identified Promissory Note to the Assignee.

(3) The Note is not in default and the principal balance due on the Note as of the date of the execution of this Assignment is the sum of \$9,000.00.

In addition to any rights set forth in the Deed of Trust, it is hereby understood that the prevailing party in any efforts to enforce this Note, by negotiation, litigation, at trial or appeal, will be entitled to a reasonable attorney fee as set by the Court.

This Assignment has been drafted by William C. Tharp, attorney for the Assignee, and the Assignor has been advised and given an opportunity to seek independent counsel.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Promissory Note as of the day and year first above written.

Ronald E. Gwin
RONALD E. GWIN
Assignor

ACCEPTANCE OF ASSIGNMENT

WEST ONE BANK, OREGON, hereby accepts the foregoing Assignment and has purchased the identified Promissory Note in reliance upon the representations and warranties made in the above Assignment.

DATED this 22 day of February, 1993.

WEST ONE BANK, OREGON

By R. M. Mahastrow
Title: Gen Pres

2 - ASSIGNMENT OF PROMISSORY NOTE

MOUNTAIN TITLE CO

TEL:503-882-0620

Jan 13'93

15:29 No.022 P.07

INSTALLMENT NOTE

\$9,000.00

Klamath Falls, Oregon

12/10/92

I (or if more than one maker) we, jointly and severally, promise to pay to the order of RONALD E. GWIN at MOUNTAIN TITLE COMPANY **** NINE THOUSAND AND NO / 100ths DOLLARS ****, with interest thereon at the rate of 8.00 percent per annum from 12/11/92 until paid, payable in Monthly installments of not less than \$ 250.00 in any one payment; interest shall be paid Monthly and is included in the minimum payments above required; the first payment to be made on January 20, 1993. and a like payment on day 20 of each Month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

THERE SHALL BE NO PREPAYMENT PENALTY.

THIS NOTE IS SECURED BY A TRUST DEED OF EVEN DATE.

Richard M. Settelmeyer
 RICHARD M. SETTELMEYER

Shari Lee Settelmeyer by
 SHARI LEE SETTELMEYER

Richard M. Settelmeyer as
 attorney-in-fact

EXHIBIT A
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