

K-47521

ASSIGNMENT OF BENEFICIARY'S INTEREST IN TRUST DEED(S)

1. The undersigned represents and warrants that it is the sole owner and holder of and the person entitled to enforce the note(s) that is/are secured by the trust deed(s) described by grantor name, recording date, book, and page, and "trust deed" amount and current balance on the exhibit A and that the undersigned has provided to UNITED STATES NATIONAL BANK OF OREGON, a national bank ("Bank") true and complete copies of the note(s), trust deed(s), and records of disbursements and payments under the note. The real estate encumbered by the trust deed(s) is located in KLAMATH County, Oregon.

2. The undersigned represents and warrants that (a) the note(s) and trust deed(s) (collectively, the "chattel paper") are the legally valid and binding obligations of the maker and are enforceable in accordance with their respective terms, (b) the chattel paper does not contain an unauthorized signature or alteration, (c) there is no uncured default by the maker under the chattel paper and none of the notes has not been dishonored, (d) none of the notes is overdue, (e) there are no defenses or claims in recoupment with respect to enforcement of any of the chattel paper, (f) no maker has been discharged from liability, (g) the chattel paper is not subject to any prior lien, encumbrance, security interest, or third-party claim, and (h) no hazardous substances have been released from or on the real estate encumbered by the trust deed(s) in quantities sufficient to require investigation, removal, or remediation under federal or state law.

3. For value, the undersigned hereby assigns with recourse, pledges, and grants a security interest in the chattel paper (the note(s), trust deed(s), and related records) to Bank to secure prompt payment and performance by the undersigned of its present and future debts, liabilities, and obligations to Bank. The undersigned promises to hold the chattel paper in trust for Bank, to deliver the chattel paper with appropriate endorsements and assignments to Bank's order upon Bank's demand. All money that is received by the undersigned after the date of this assignment on account of the chattel paper (including payments, proceeds, and proceeds of eminent domain proceedings and insurance claims) is Bank's cash collateral.

After recording, return to:

Richard A. Canaday
3500 US Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204

300-

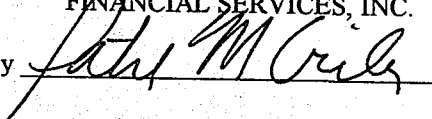
4. The undersigned promises and agrees that it will (a) perform any duties that it may have under the chattel paper, (b) defend the validity and priority of Bank's security interest in the chattel paper against the claims of all other persons, (c) keep true and complete books and records of all disbursements and payments under the chattel paper, (d) turn over cash collateral on Bank's demand, (e) not forbear or forgive with respect to the obligations contained in the chattel paper, and (f) not modify expressly or by implication the terms of the chattel paper or grant waivers with respect thereto. The undersigned will have the right to collect the money payable by the maker under the note(s) until the undersigned is in default under its obligations to Bank. At that point, Bank may require that all payments be made directly to Bank. Bank will have the right to inspect the undersigned's books and records at all reasonable times. The undersigned will indemnify, defend, and hold harmless Bank from all claims of loss, damage, liability, cost, and expense that may arise from or relate to administration and/or enforcement of the chattel paper.

5. The undersigned will be in default under this security document if it fails to pay or perform any obligation owed to Bank when such payment and/or performance is due. Upon such default, Bank will have the right to collect cash collateral directly from chattel paper obligors as it becomes due and to apply the same, net of reasonable collection costs (including attorney fees) to the debts, liabilities, and obligations of the undersigned to Bank in such order and amounts as Bank may decide. The undersigned will indemnify and hold harmless any chattel paper obligors who comply with payment instructions from Bank from the claims of the undersigned to such payments regardless of whether or not the undersigned disputes Bank's right to issue such instructions.

Dated as of May 4, 1995.

HOME ADVANTAGE FINANCIAL
FINANCIAL SERVICES, INC.

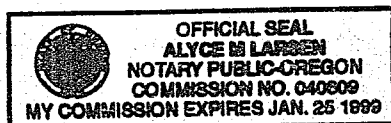
By

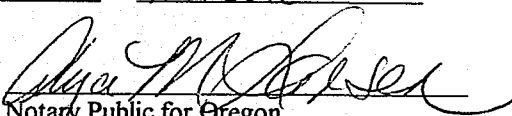


20 N.W. Greenwood Avenue
Bend, Oregon 97701

State of Oregon)
)
County of *Deschutes*) ss.

This instrument was acknowledged before me on May 4, 1995 by
Patrick M. Grier as President of Home
Advantage Financial Services, Inc..




Notary Public for Oregon
My commission expires: 01-25-99

FMCREXHI.fmt
Forest Meadows

EXHIBIT "A"

| <u>GRANTOR</u> | <u>RECORD DATE</u> | <u>BOOK</u> | <u>PAGE</u> | <u>TRUST DEED AMT. & CURRENT BAL.</u> |
|--|--------------------|-------------|--------------------|---|
| Applebee, Calvin C. Legal: Lot 26 & 27, Blk 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 | 20263 Due: 29th | \$26,730.00 \$26,344.80 |
| Atkinson, Eric Legal: Lot 15, 16, 17, Blk 1, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22857 Due: 26th | \$32,670.00 \$32,236.08 |
| Aydelott, David Aydelott, Dorothy Legal: Lot 10, Blk 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 | 20258 Due: 29th | \$10,395.00 \$10,216.01 |
| Aydelott, David Aydelott, Dorothy Legal: Lot 11, Blk 2, Tract 1098, Split Rail Ranchos | 06/23/94 | M94 | 19639 Due: 23rd | \$11,700.00 \$11,057.73 |
| Aydelott, Richard M. Legal: Lot 16, Blk 2, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22847 Due: 26th | \$10,395.00 \$10,024.73 |
| Barnett, Joel, H. Legal: Lot 12, Blk 1, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22891 Due: 26th | \$11,700.00 \$11,303.69 |
| Bennett, Mark K. Bennett, Dianne M. Legal: Lot 28, Blk 1, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22872 Due: 26th | \$14,850.00 \$14,662.29 |
| Benschoter, Thomas R. Benschoter, Julia G. Legal: Lot 38, Blk 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 | 20251 Due: 29th | \$14,500.00 \$14,263.95 |
| Berkley, George T. Legal: Lot 8, Blk 1 Tract 1098, Split Rail Ranchos | 05/19/94 | M94 | 15870 Due: 19th | \$ 9,400.00 \$ 8,520.41 |
| Bishop, Frank A. Bishop, Judie G. Legal: Lot 34, Blk 1, Tract 1098, Split Rail Ranchos | 11/14/94 | M94 | 34868 Due: 14th | \$16,830.00 \$16,719.06 |
| Brownie, Shannon Lee Legal: Lot 36, Blk 1, Tract 1098, Split Rail Ranchos | 09/08/94 | M94 | 28334 Due: 08th | \$15,840.00 \$15,660.41 |

EXHIBIT "A" (cont'd)

| <u>GRANTOR</u> | <u>RECORD DATE</u> | <u>BOOK</u> <u>PAGE</u> | <u>TRUST DEED AMT.</u> <u>& CURRENT BAL.</u> |
|---|--------------------|-------------------------|---|
| Brownie, William J., II | 09/08/94 | M94 28344 | \$15,840.00 |
| Brownie, Lisa M. | | Due: 08th | \$15,557.08 |
| Legal: Lot 35, Blk 1, Tract 1098, Split Rail Ranchos | | | |
| Brownie, William J. | 09/08/94 | M94 28339 | \$15,300.00 |
| Brownie, Mary J. | | Due: 08th | \$14,957.82 |
| Legal: Lot 37, Blk 1, Tract 1098, Split Rail Ranchos | | | |
| Cobb, David J. | 12/30/94 | M94 39167 | \$15,300.00 |
| Legal: Lot 38, Blk. 1, Tract 1098, Split Rail Ranchos | | Due: 29th | \$15,184.38 |
| Cross, Richard S. | 04/18/94 | M94 11494 | \$11,900.00 |
| Cross, Beth J. | | Due: 18th | \$11,536.99 |
| Legal: Lot 3, Blk. 2, Tract 1098, Split Rail Ranchos | | | |
| Dessert, John | 08/11/94 | M94 24920 | \$20,790.00 |
| Legal: Lot 9 & 10, Blk. 1, Tract 1098, Split Rail Ranchos | | Due: 11th | \$20,430.17 |
| Egerton, David E. | 09/26/94 | M94 30196 | \$15,000.00 |
| Bishop-Egerton, Bettie | | Due: 26th | 14,666.17 |
| Legal: Lot 40, Blk. 1, Tract 1098, Split Rail Ranchos | | | |
| Emerson, Shannon | 09/26/94 | M94 30211 | \$13,860.00 |
| Legal: Lot 20, Blk. 1, Tract 1098, Split Rail Ranchos | | Due: 26th | \$13,675.68 |
| Enea, Sandra A. | 05/09/94 | M94 14603 | \$11,400.00 |
| Schmitz, Susan L. | | Due: 09th | \$11,220.52 |
| Legal: Lot 4, Blk. 2, Tract 1098, Split Rail Ranchos | | | |
| Flues, Paul F., JR. | 09/26/94 | M94 30201 | \$25,000.00 |
| Legal: Lot 21 & 22, Blk. 1, Tract 1098, Split Rail Ranchos | | Due: 26th | \$24,677.64 |
| Folkens, Jimmy D. | 06/23/94 | M94 19635 | \$12,375.00 |
| Folkens, Cheryl A. | | Due: 23rd | \$12,186.37 |
| Legal: Lot 14, Blk. 1, Tract 1098, Split Rail Ranchos | | | |
| Frederick, Bradley W. | 08/11/94 | M94 24900 | \$11,250.00 |
| Frederick, Kelli, L. | | Due: 20th | \$10,631.13 |
| Legal: Lot 39, Blk. 2, Tract 1098, Split Rail Ranchos | | | |

EXHIBIT "A" (cont'd)

| GRANTOR | DATE RECORDED | BOOK PAGE | TRUST DEED AMT. & CURRENT BAL. |
|--|---------------|------------------------|-----------------------------------|
| Harrington, Charles R. Harrington, Linda K. Legal: Lot 28, Blk. 2, Tract 1098, Split Rail Ranchos | 08/11/94 | M94 24915 Due: 08th | \$13,860.00 \$13,639.11 |
| Hobbs, Stephen B. Hobbs, Shirley M. Legal: Lot 13, Blk. 1, Tract 1098, Split Rail Ranchos | 06/02/94 | M94 17414 Due: 02nd | \$12,750.00 \$10,182.96 |
| Hoffmaster, Robert E. Bird, Joanne R. Legal: Lot 30, Blk. 2, Tract 1098, Split Rail Ranchos | 08/31/94 | M94 27344 Due: 01st | \$10,800.00 \$10,621.17 |
| Hookland, James L. Hookland, Cynthia J. Legal: Lot 19, Blk. 2, Tract 1098, Split Rail Ranchos | 08/26/94 | M94 26844 Due: 26th | \$11,880.00 \$11,692.22 |
| Hugeback, Anthony A. Hugeback, Ruth A. Legal: Lot 29, Blk. 2, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 22867 Due: 26th | \$ 9,000.00 \$ 5,834.50 |
| Jolin, Marc Legal: Lot 63, Blk. 1, Tract 1098, Split Rail Ranchos | 12/23/94 | M94 38804 Due: 23rd | \$16,830.00 \$16,798.85 |
| Jones, Robert P. Jones, Elizabeth M. Legal: Lot 22, Blk. 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 20239 Due: 29th | \$14,850.00 \$14,595.96 |
| Kerner, Patrick, M. Kerner, Myndee E. Legal: Lot 25, Blk. 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 20246 Due: 29th | \$14,850.00 \$14,441.18 |
| Kincaid, James H. Kincaid, Maryhelen Legal: Lot 9, Blk. 2, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 22877 Due: 26th | \$ 9,900.00 \$ 9,319.54 |
| Kincaid, James H. Kincaid, Maryhelen Legal: Lot 43, Blk. 1, Tract 1098, Split Rail Ranchos | 12/23/94 | M94 38809 Due: 23rd | \$15,840.00 \$15,741.31 |
| Lawson, Keith E. Legal: Lot 29, Blk. 1, Tract 1098, Split Rail Ranchos | 09/08/94 | M94 28349 Due: 08th | \$15,000.00 \$14,757.65 |

EXHIBIT "A" (cont'd)

| <u>GRANTOR</u> | <u>RECORD DATE</u> | <u>BOOK</u> <u>PAGE</u> | <u>TRUST DEED AMT.</u> <u>& CURRENT BAL.</u> |
|---|--------------------|-------------------------|---|
| Lee, Dallas D. Legal: Lot 13, Blk. 2 Tract 1098, Split Rail Ranchos | 07/26/94 | M94 22884 Due: 09th | \$12,600.00 \$12,331.19 |
| Lorance, Johnie R. Lorance, Sheila R. Legal: Lot 41 & 42, Blk. 1, Tract 1098, Split Rail Ranchos | 11/14/94 | M94 34864 Due: 14th | \$31,680.00 \$31,288.41 |
| Maese, Robert G. Maese, Merry S. Legal: Lot 20, Blk. 2, Tract 1098, Split Rail Ranchos | 09/26/94 | M94 30206 Due: 26th | \$10,000.00 \$ 8,100.65 |
| Maese, Virginia A. Legal: Lot 39, Blk. 1, Tract 1098, Split Rail Ranchos | 12/14/94 | M94 37761 Due: 14th | \$16,200.00 \$15,962.73 |
| Martinez, Fred W., Jr. Martinez, Stephanie D. Legal: Lot 3, Blk. 1, Tract 1098, Split Rail Ranchos | 04/18/94 | M94 11504 Due: 18th | \$11,900.00 \$11,655.36 |
| Moszeter, Clifford R. Moszeter, Elizabeth A. Legal: Lot 40, Blk. 2, Tract 1098, Split Rail Ranchos | 08/12/94 | M94 25005 Due: 12th | \$12,350.00 \$12,146.44 |
| Nelson, James A. Legal: Lot 31, Blk. 2, Tract 1098, Split Rail Ranchos | 08/31/94 | M94 27354 Due: 01st | \$17,325.00 \$15,777.52 |
| Nielsen, Dan A. Nielsen, Maureen J. Legal: Lot 14, Blk. 2, Tract 1098, Split Rail Ranchos | 06/29/94 | M94 20268 Due: 29th | \$11,700.00 \$10,401.42 |
| O'Keefe, John P. O'Keefe, Lisa J. Legal: Lot 24, Blk. 2, Tract 1098, Split Rail Ranchos | 07/01/94 | M94 20588 Due: 01st | \$12,870.00 \$12,673.82 |
| Patterson, Dion G. Patterson, Samuel J. Legal: Lot 5, Blk. 1, Tract 1098, Split Rail Ranchos | 04/18/94 | M94 11489 Due: 18th | \$11,405.00 \$11,051.67 |
| Poitras, Paul B. Poitras, Denise F. Legal: Lot 33 & 34, Blk. 2 Tract 1098, Split Rail Ranchos | 08/31/94 | M94 27359 Due: 16th | \$24,000.00 \$23,598.38 |

EXHIBIT "A" (cont'd)

| <u>GRANTOR</u> | <u>DATE RECORDED</u> | <u>BOOK</u> | <u>PAGE</u> | <u>TRUST DEED AMT. & CURRENT BAL.</u> |
|---|----------------------|-------------|--------------------|---|
| Samples, Donald L. Legal: Lot 5, 6, 7, 8, Blk. 2, Tract 1098, Split Rail Ranchos | 04/18/94 | M94 | 11509 Due: 18th | \$42,000.00 \$41,201.30 |
| Staats, John W. Legal: Lot 12, Blk. 2, Tract 1098, Split Rail Ranchos | 06/23/94 | M94 | 19644 Due: 23rd | \$11,700.00 \$11,424.69 |
| Swanberg, William D. Swanberg, Joylene Legal: Lot 18, Blk. 1, Tract 1098, Split Rail Ranchos | 09/26/94 | M94 | 30216 Due: 26th | \$13,860.00 \$13,570.61 |
| Vandermeiden, Brent Thomas, Martha B. Legal: Lot 24 & 25, Blk. 1, Tract 1098, Split Rail Ranchos | 08/11/94 | M94 | 24905 Due: 11th | \$23,760.00 \$23,419.20 |
| Van Der Veer, William W. Van Der Veer, Patty J. Legal: Lot 6 & 7, Blk. 1, Tract 1098, Split Rail Ranchos | 04/18/94 | M94 | 11499 Due: 18th | \$20,800.00 \$20,295.52 |
| Vermillion, Gerald Van Der Veer, Nikki Legal: Lot 1, Blk. 1, Tract 1098, Split Rail Ranchos | 05/19/94 | M94 | 15865 Due: 19th | \$ 9,395.00 \$ 9,246.56 |
| Watts, Roger B Watts, Julia L.S. Legal: Lot 36, Blk. 2, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22862 Due: 26th | \$14,850.00 \$14,072.52 |
| Wiles, Walter G. Wiles Helen L. Legal: Lot 30, Blk. 1, Tract 1098, Split Rail Ranchos | 09/26/94 | M94 | 30221 Due: 26th | \$11,250.00 \$10,978.99 |
| Williams, Gary L. Williams, DeEtta L. Legal: Lot 11, Blk. 1, Tract 1098, Split Rail Ranchos | 05/09/94 | M94 | 14596 Due: 09th | \$12,600.00 \$12,415.52 |
| Williams, Stephen B. Williams, Nancy L. Legal: Lot 1, Blk. 2, Tract 1098, Split Rail Ranchos | 04/18/94 | M94 | 11514 Due: 18th | \$ 9,400.00 \$ 8,979.22 |
| Wolff, Ron Wolff, Debbie Legal: Lot 27, Blk. 1, Tract 1098, Split Rail Ranchos | 07/26/94 | M94 | 22852 Due: 26th | \$13,500.00 \$13,250.43 |

EXHIBIT "A" (cont'd)

| GRANTOR | DATE RECORDED | BOOK | PAGE | TRUST DEED AMT. & CURRENT BAL. |
|---|---------------|------|-------|-----------------------------------|
| Woolery, John Legal: Lot 29, Blk 1, Tract 1098, Split Rail Ranchos | 08/11/94 | M94 | 24910 | \$15,840.00 \$15,570.66 |
| Wylde, Russell (assumed Note & Trust Deed) Bortz, Craig D. Bortz, Kimberly J. Legal: Lot 49, Blk. 1, Tract 1098, Split Rail Ranchos | 08/31/94 | M94 | 27349 | \$13,500.00 \$13,298.95 |

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 10th day
of May A.D., 19 95 at 11:09 o'clock A M., and duly recorded in Vol. M95,
of Mortgages on Page 12083.

FEE \$300.00

Bernetha G. Letsch, County Clerk
By Russell Mullenbore