

After Recording Return To:
The Bank of Tokyo, Ltd.
c/o Den K. Lloyd
Cable Huston Benedict & Haagenesen
1001 SW Fifth Avenue, Suite 2000
Portland, Oregon 97204-1136

ASSIGNMENT OF LOAN DOCUMENTS

Key Bank of Oregon ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign and setover unto The Bank of Tokyo, Ltd. ("Assignee"), its successors, assigns and participants, all of its right, title and interest in, under and arising from those certain loan documents (described in the attached Exhibit A affecting or pertaining to the property described in Exhibit B hereto) given by and evidencing a loan ("Loan") to Mark S. Hemstreet ("Borrower"), to Assignor, together with the Promissory Note described on Exhibit A and all the sums owing under the Promissory Note as of the date hereof. All of the documents listed on Exhibit A are herein referred to as the "Loan Documents."

Assignor represents and warrants that: (a) Assignor is the owner of the interests assigned (subject to the Construction Loan Participation Agreement dated March 31, 1995); (b) the interests assigned are free and clear of any other liens, encumbrances or assignments created by Assignor; (c) Assignor is authorized to act on behalf of South Valley State Bank in this Assignment; (d) the principal balance due on the Note is \$5,951,699.38; (e) Assignor has a good right, power and authority to sell and assign the interests assigned; (d) and, that, Assignor shall defend the sale against the claims and demands of all persons whomsoever.

This Assignment is without recourse and is without representation or warranty of any kind, express or implied, except as stated in the preceding paragraph. This Assignment is intended as an absolute assignment and it not given by way of security, and shall bind and inure to the benefit of Assignor and Assignee herein and their respective successors, assigns and participants.

From time to time, whether on or after closing, Assignor shall execute and deliver, without further consideration, such additional instruments and documents, and shall take such other action as reasonably may be required in order to carry out the purposes and intent of this Assignment, to fully vest ownership and title to the interest assigned in Assignee, and to further fulfill the obligations of the Assignor hereunder.

Assignee accepts this Assignment on the terms and conditions stated above; agrees to assume and perform all duties and obligations of lender under the Loan from and after the date of this Assignment; and agrees to indemnify and hold harmless Assignor from and against all costs, liabilities, damages, and expenses (including costs and attorneys fees incurred in the defense thereof and the enforcement hereof) arising from any actual or alleged breach or failure in Assignee's performance of such duties and obligations.

Borrower hereby acknowledges and agrees that Assignor has fulfilled all of its duties under the Loan Documents, and releases Assignor from any further liability, responsibility or duty under the Loan Documents. Borrower consents to the assignment of the Loan Documents to Assignee, and shall perform all of its duties and responsibilities under the Loan Documents to or for the benefit of Assignee. Borrower further agrees that all of the Loan Documents are hereby modified to reflect a new Loan amount of \$8,025,000 as evidenced by a Modification of Note of even date herewith, and to include all of the real and personal property described in a Modification of Deed of Trust of even date herewith.

8th IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this day of March, 1996.

KEY BANK OF OREGON

By: Jack D. Zuber
 Title: Vice President

By: _____
 Title: _____

ACCEPTED

THE BANK OF TOKYO

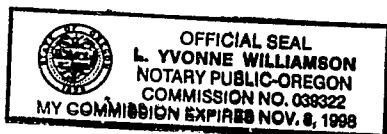
By: M. W. Kingdon
 Title: V.P.

ACKNOWLEDGED AND AGREED TO

Mark S. Hemstreet
 Mark S. Hemstreet

STATE OF OREGON)
) ss.
 County of Multnomah)

This instrument was acknowledged before me on this 14 day of March, 1996,
 by Jack D. Zuber, as Vice Pres. of Key Bank of Oregon.



[Signature]
 Notary Public for Oregon
 My Commission Expires: 11-8-98

STATE OF OREGON)
) ss.
 County of)

This instrument was acknowledged before me on this _____ day of _____, 1996,
 by _____, as _____ of Key Bank of Oregon.

[Signature]
 Notary Public for Oregon
 My Commission Expires: _____

STATE OF OREGON)
) ss.
 County of)

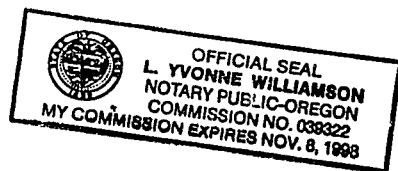
This instrument was acknowledged before me on this 13th day of March, 1996,
 by Michael Kingen, as Vice President of The Bank of Tokyo.

[Signature]
 Notary Public for Oregon
 My Commission Expires: Nov 16, 1998



STATE OF OREGON)
)ss.
County of Multnomah)

This instrument was acknowledged before me on this 8 day of march, 1996, by
Mark S. Hemstreet.




Notary Public for Oregon

My Commission Expires: 11-8-98

EXHIBIT "A"**Loan Documents**

1. Loan Commitment dated January 27, 1995, executed by Borrower and Key Bank of Oregon, The Bank of Tokyo, Ltd., South Valley State Bank, Commercial Bank, South Umpqua Bank, Bank of Commerce, Valley Commercial Bank and Bank of Newport.
2. UCC-1A executed by Borrower and recorded March 29, 1995, in book M95, page 7468, Klamath County, Oregon, records.
3. UCC-1 executed by Borrower and filed with the Oregon Secretary of State on April 20, 1995 as number 549145.
4. Environmental Agreement dated March 28, 1995, executed by Borrower.
5. Assignment of Permits, Licenses and Approvals dated March 28, 1995, executed by Borrower.
6. Assignment of Construction Contracts dated March 28, 1995, executed by Borrower.
7. Income Property Mortgage Loan Application dated October 20, 1994, executed by Borrower.
8. Construction Loan Agreement dated March 28, 1995, executed by Borrower.
9. Line of Credit Instrument, Commercial Deed of Trust and Security Agreement with Assignment of Rents dated March 28, 1995, executed by Borrower and recorded March 29, 1995, in book M95, page 7448, Klamath County, Oregon, records.
10. Promissory Note in the amount of \$6,955,000.00, dated March 28, 1995, executed by Borrower.
11. Title Insurance Policy issued by Ticor Title Insurance Company dated March 29, 1995 under policy number 38-3017-107-00001510.
12. Amendment to Commercial Deed of Trust and Security Agreement with Assignment of Rents identified as item 9 above, and to be recorded on the date this Assignment is recorded.

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EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

Lots 2, 3, 4, and 5, in Block 3 of Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

PARCEL 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inurred thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

PARCEL 4:

Lots 1 and 6 in Block 3 of Tract No. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 19th day
of March A.D., 19 96 at 4:00 o'clock PM., and duly recorded in Vol. M96
of Mortgages on Page 7435

FEE \$35.00

By Bernetha G. Letsch, County Clerk