SE 12 P1 51

After recording, return to:

Mr. Steven P. Plambeck Vice President U. S. Bank Oregon Corporate Banking Division (T-4) 111 S.W. Fifth Avenue Portland, Oregon 97204

622-4092985712

ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST DEEDS

This assignment is dated as of August 1, 1997, and is by Home Advantage Services, L.L.C., a Nevada limited liability company who is the statutory successor to Home Advantage Financial Services, Inc., an Oregon corporation ("HAS"), whose address is 20 N.W. Greenwood Avenue, Bend, Oregon 97701, and U. S. Bank, a national bank ("USB"), whose address is c/o Oregon Corporate Banking Division (T-4), 111 S.W. Fifth Avenue, Portland, Oregon 97204.

- 1. HAS represents and warrants to USB that HAS (a) is the sole owner and holder of, and the person entitled to enforce, the notes that are secured by the trust deeds that are recorded in Klamath County, Oregon, and more particularly described by grantor name, brief legal description, recording date, book, and page information, original note amount, and current balance on attached exhibit A, (b) has delivered the originals of the notes and true copies of the trust deeds and records of disbursements and payments to USB, and (c) has not previously assigned, pledged, or otherwise granted a security interest in any of the notes or trust deeds to any other person or allowed any lien to attach thereto. Each note and the related trust deed described on attached exhibit A is herein called a set of "chattel paper."
- HAS represents and warrants to USB that (a) each set of chattel paper is the legally valid and binding obligation of the maker and is enforceable in accordance with its term, (b) no set of chattel paper contains an unauthorized signature or alteration, (c) there is no uncured default by the maker under any set of chattel paper and no note has been dishonored, (d) no note is overdue, (e) there are no offsets, defenses, or counterclaims, including claims in recoupment, to enforcement of any set of chattel paper, (f) no maker has been discharged from liability, (g) no set of chattel paper is subject to any prior lien, encumbrance, security interest, or third-party claim, and (h) no hazardous material has been released from the real property which is encumbered by any of the trust deeds and no hazardous material or underground storage tank is now located on such encumbered real property which must be investigated, removed or remediated under applicable federal or state law.
- For value, HAS assigns with recourse, pledges, and grants a security interest in the chattel paper to USB to secure prompt payment and performance by HAS of its present and future obligations to USB. Any money paid on account of the chattel paper

(including payments, proceeds, and proceeds of eminent domain proceedings and insurance claims) after the date of this document is USB's cash collateral and is subject to delivery to USB upon demand.

- 4. HAS promises and agrees that it will (a) perform any duties that it may have under the chattel paper, (b) defend the validity of the chattel paper and the validity and priority of USB'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, payments, and collections under the chattel paper, (d) turn over the cash collateral on USB's demand, (e) not forbear or forgive with respect to any maker's obligations under the chattel paper without USB's prior written consent, and (f) not modify expressly or by implication the terms of the chattel paper or grant any waivers with respect thereto. HAS will have the right to collect the money payable the makers under the notes under HAS is in default under its obligations to USB. At that point, USB may require that all payments be made directly to USB. USB will have the right to inspect HAS's books and records at all reasonable times. HAS will indemnify, defend, and hold harmless USB 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. HAS will be in default under this document if it fails to pay or perform any obligation owed by HAS to USB when such payment and/or performance is due. Upon such default, USB will have the right to collect cash collateral directly from the makers as it becomes due and to apply the same, net of reasonable collection costs (including attorney fees) to the obligations of HAS to USB in such order and amounts as USB may decide. HAS will indemnify and hold hamiless any makers who comply with USB's payment instructions.

Home	Advantage Services, L.L.C.
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ву 🗸	Met 1 MILLER
7	Patrick M. Gisler
	Manager Member

State of Oregon

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County of Deschutes

This instrument was acknowledged before me on August 18, 1997, by Patrick M. Gisler, manager of Home Advantage Services, L.L.C. an Oregon limited liability company.

Notary Public for Oregon

OFFICIAL SEAL
ALYCE SI LASSEN
NOTATY PUBLIC-OFFIGON
COMMISSION NO. 040649
MY COMMISSION EXPIRES JAN. 26 1999

My commission expires: 01-25 97

Grantor: Refer to Exhibit "A" below Trustee: Western Title & Escrow

Steven Trono, who assigned to: Home Advantage Services, LLC (unless indicated otherwise in Exhibit Beneficiary:

"A" below)

Legal Description: Various properties located in Klamath County, Oregon

EXHIBIT "A"

				TRUST DE	EI) AMT	
GRANTOR	RECORD DATE	BOOK	& PAGE		RENT BAL	
Allen, Marty I. & Patricia JoAnne Legal: Lot 47, Blk 1 Tract 1098, Split Rail Ranc	06/23/95 Due: 23rd	M95	16580	\$ 17,820.00	\$16,992.51	
Beneficiary: Steven Trono, who Home Advantage S	assigned to: Home A	dvantage F	inancial Ser	vices, Inc., who	assigned to:	
Arntson, Morris A. Jr. and Arntson, Kory (dba: M&K Developme	12/15/95	M95	34247	\$ 31,680.00	1	
Legal: Lots 17 & 18, Blk 2 Tract 1098, Split Rail Rane	Due: 15th	1	٠,		\$30,744.73	
Ball, Kevin M. and O'Connell, Erin E. (aka: Ball, Erin E.)	10/16/95	M95	28087	\$ 19,800.00	,	
Legal: Let 57, Bik 1 Tract 1098, Split Rail Ranc	Due: 20th hos	X	Λ,		\$19,038.81	
Bardell, Steven W. & Karin C. Legal: Lots 55 & 56, Bik 2 Tract 1098, Split Rail Ranc	09/13/95 Due: 15th	M95	24776	\$ 33,660.00	\$4,266.48	
Belmont, Jackie M. Legal: Lot 45, Blk 1 Tract 1098, Split Rail Rancl	09/13/95 Due: 13th	M95	24780	\$ 14,500.00	\$13 ,803.71	
Pennett, Ronald Ernest & Barbara Jane and Bennett, Richard Dean & Melanie & Legal: Lots 53 & 54, Blk 2 Tract 1098, Split Rail Rancl	Due: 15th	M95	24784	\$ 27,720.00	\$26,794.08	
Bishop, Andrew J. and Butkovsky, Gwenn F.	06/23/95	M95	16590	\$ 35,000.00		
Legal: Lots 58 & 59, Blk 1 Tract 1098, Split Rail Ranci	Due: 20th	•	J		\$33,516.01	
Beneficiary: Steven Trono, who assigned to: Home Advantage Financial Services, Inc., who assigned to: Home Advantage Services, LLC.						
Browning, David A. and Avila, Carolyn J.	09/13/95	M95	24788	\$ 27,225.00		
Legal: Lots 31 & 54, Blk 1 Tract 1098, Split Rail Ranct	Due: 15th				\$26,480.44	
Brinker, Jeremy N. Legal: Lots 43 & 44, Blk 2 Tract 1098, Split Rail Ranch	11/17/95 Due: 17th	M95	31496	\$ 28,710.00	\$28,394.65	
Carter, Gary W. & Jo Ann Legal: Lot 56, Blk 1, Tract 1098, Split Rail Ranch	06/23/95 Due: 23rd	M95	16585	\$16,500.00	\$12,833.83	
Beneficiary: Steven Trono, who a Home Advantage Se	ssigned to: Home Adrvices, LLC.	vantage Fi:	ancial Serv	ices, Inc., who s	ssigned to:	

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GRANTOR	RECORD DATE		BOOK & PAGE		TRUST DEED AMT. & CURRENT BAL	
Davis, Paul H. and Mohr, Sally Dean	08/01/95		M95	20090	\$14,850.00	
Legal: Lot 19, Blk 1, Tract 1098, Split Rail Ranch		ie: 15th				\$14,140.79
Beneficiary: Steven Trono, who a Home Advantage Se	ssigned to:	Home Adv	antage Fin	ancial Servi	ces, Inc., who a	assigned to:
Farah, Steven N. Legal: Lot 4, Bik 1 Tract 1098, Split Rail Ranch		ie: 18th	M95	34427	\$100,000.00	\$100,117.71
Frischkorn, Johann E. Legal: Lot 33, Bik 1 Tract 1098, Split Rail Ranch		ie: 01st	M96	18756	\$ 19,500.00	\$19163.13
Jolin, Marc Legal: Lot 35, Blk 2 Tract 1098, Split Rail Ranch		ie: 08th	M96	20177	\$ 70,000.00	\$ 69,199.13
Kasey, E. Gene Legai: Lot 32, Blk 2 Tract 1098, Split Rail Ranch		ie: 01st	M96	18576	\$ 18,500.00	\$18,213.09
Kernan, John E. Sr. & Donna K. Legai: Lot 50, Blk 2 Tract 1098, Split Rail Ranch		ie: 17th	M95	31492	\$ 19,800.00	\$19,292.31
Klinepier, John & Bettie I. Legal: Lot 23, Blk 1 Tract 1098, Split Rail Ranch		ıe: 01st	M96	18571	\$ 16,500.00	\$16,390.35
Knight, Robert W. & Jan M. Legal: Lot 49, Bik. 2 Tract 1098, Split Rail Ranch Beneficiary: Steven Trono, who a	os	e: 23rd	M95	16568	\$19,800.00	\$18,598.94
Home Advantage Ser	vices, LLC		unage ru:	anciai Servi	ces, inc., who a	ssigned to:
Koenig, Richard E. & Loretta G. Legal: Lot 42, Blk 2 Tract 1098, Split Rail Ranch		e: 17th	M95	31500	\$ 14,850.00	\$14,811.81
Koppert, Ronald S. & Susan M. Legal: Lot 48, Blk 1, Tract 1098, Split Rail Ranch Beneficiary: Steven Trono, who a	os	e: 23rd	M95	16573	\$ 17,820.00	\$16,612.75
Beneficiary: Steven Trono, who a Home Advantage Ser	vices, LLC.	nome Auva	mage rin	anciai Servic	es, mc., who a	ssigned to:
Lopez, Reynaldo S. and Woods, Stephanie S. Legal: Lot 34, Blk 1		e: 15th	M96	38352	\$ 19,500.00	\$19,344.04
Tract 1098, Split Rail Ranch McDonald, Kevin B. Legal: Lot 53, Blk 1 Tract 1098, Split Rail Ranch	06/21/96 Du	e: 01st	M96	18566	\$ 17,750.00	\$17,279.94
Mailory, Kenneth H. & Susan D. Legal: Lots 51 & 52, Blk 2 Tract 1098, Split Rail Ranch		e: 20th	M95	24770	\$ 26730.00	\$26,007.24

EXHIBIT "A" (continued)

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GRANTOR	RECORD DATE	BOOK	L& PAGE	TRUST DEE	ED AMT. RENTBAL	
Miller, J. D. Legal: Lots 62 & 63, Blk 1 Tract 1098, Split Rail Ranch	05/24/96 Due: 24th	M96	15251	\$ 39,500.00	\$39,332.11	. *
Nicolaysen, Nicolay R. and Nestor, Dawn J.	10/16/95	M95	28095	\$ 27,225.00		
Legal: Lots 2 & 61, Blk 1 Tract 1098, Split Rail Ranch	Due: 01st				\$26,471.53	40
Puckett, Steven A. & Dacia H. Legal: Lot 46, Blk 1, Tract 1098, Split Rail Ranch	08/01/95 Due: 01st	M95	20085	\$19,800.00	\$18,719.67	
Beneficiary: Steven Trono, who a Home Advantage Ser	ssigned to: Home Ad	vantage F	inancial Servi	ces, Inc., who	assigned to:	
Robinson, Kenneth C. & Diane M. Legal: Lots 45 & 46, Blk 2 Tract 1098, Split Rail Ranch	08/01/95 Due: 01st	M95	20100	\$28,700.00	\$27,608.61	200 200 200
Beneficiary: Steven Trono, who a Home Advantage Ser	ssigned to: Home Ad	vantage F	inancial Servi	ces, Inc., who	assigned to:	
Fisher, Joan L. (aka: Storts, Joan L.) Legal: Lot 41, Blk 2 Tract 1098, Split Rail Ranch	11/17/95 Due: 17th os	M95	31484	\$ 14,850.00	\$14,325.92	
Toney, William A. and Elmore, Robin L. Legal: Lot 60, Blk 1	10/16/95 Due: 16th	M95	28091	\$ 11,250.00	\$3,748.18	기 년 전략 시 기 시 기
Tract 1098, Split Rail Ranch Wayne, June C. Legal: Lot 44, Blk 1, Tract 1098, Split Rail Ranch	08/01/95 Due: 01st	M95	20095	\$13,000.00	\$12,722.88	
Beneficiary: Steven Trono, who as Home Advantage Ser	ssigned to: Home Advices, LLC.	antage F	inancial Servi	ces, Inc., who a	ssigned to:	
STATE OF OREGON: COUNTY OF			J			
Filed for record at request of A D., of of	Home Adva 19 97 at 1: Mortgages	51	o'clock	PM., and o	the 12t	h day M97
FEE \$175.00	:		Ву		tha G. Letsch, County C	lerk