

'98 AUG -7 P3 32

Record and Return to:

Principal Commercial Advisors, Inc.
 11050 Roe Avenue, Suite 200
 Overland Park, Kansas 66211
 Attn: G. Joseph Syta

KS2535

(Space Above For Recorder's Use)

ASSIGNMENT OF ASSIGNMENT
OF LEASES AND RENTS

THIS ASSIGNMENT (the "Assignment") is made as of the 6th day of August, 1998 by PRINCIPAL COMMERCIAL ADVISORS, INC., an Iowa corporation, ("Assignor") in favor of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, ("Assignee").

RECITALS

This Assignment is made pursuant to that certain Investment Management Agreement dated as of August 27, 1997 between Assignor and Assignee ("Agreement").

All capitalized terms used herein without being defined herein shall have the meanings assigned in the Agreement.

WITNESSETH

WHEREAS, Assignor is the holder a certain Secured Promissory Note dated August 6, 1998, made by A2C3 Partners (the "Grantor"), in the original principal amount of \$1,750,000 (the "Note"), which Note is secured by a certain Trust Deed, Security Agreement and Assignment of Rents and an Assignment of Leases and Rents dated as August 6, 1998 (the "Mortgage") covering certain real property described in Exhibit A attached hereto (the "Mortgaged Property") which Assignment of Leases and Rents is recorded among the public records of Klamath County, Oregon as Document No. 65117 at Book 1192, Page 219132 and

WHEREAS, Assignor has transferred the Note to Assignee without recourse, except as provided in the Agreement, and the Assignor desires to show of record that Assignee is the present holder of the Mortgage.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor hereby agrees as follows:

As of the date hereof, Assignor hereby transfers, assigns, grants, and conveys to Assignee, without recourse representation or warranty whether express or implied (except for the representations and warranties contained in the Agreement), all of Assignor's right, title and interest as mortgagee under

the Assignment of Leases and Rents together with all of Assignor's right, title and interest in the Note and in the Mortgage Loan Documents.

Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Mortgage Loan and the Mortgage Loan Documents accruing or arising from and after the Closing Date.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day, month, and year first above written.

ASSIGNOR:

PRINCIPAL COMMERCIAL ADVISORS, INC.
an Iowa corporation

By: 

Name: M. E. Brittenham

Title: Managing Director

By: 

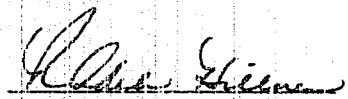
Name: Charles R. Stephens

Title: Managing Director

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On August 6, 1998, before me, R. Adele Hillner, a Notary Public of said State, duly commissioned and sworn, personally appeared M. E. Brittenham and Charles R. Stephens personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Managing Director and Managing Director on behalf of PRINCIPAL COMMERCIAL ADVISORS, INC., an Iowa corporation, and acknowledged to me that PRINCIPAL COMMERCIAL ADVISORS, INC. executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


R. Adele Hillner (Notary Public)

My Commission expires: 4/12/2001
(SEAL)

R. ADELE HILLNER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4/12/2001

EXHIBIT "A"

PARCEL 1:

Lots 3, 4, 5, 6 and a portion of Lot 2, Block 2, Tract 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of Dahlia Street and Clover Street in the City of Klamath Falls in the State of Oregon; thence along the centerline of Clover Street North $54^{\circ}54'38''$ East 30.00 feet to the Northerly right of way line of Dahlia Street; thence continuing along the Northerly right of way line of Dahlia Street North

$37^{\circ}10'59''$ West 50.49 feet to the true point of beginning; thence continuing along the Northerly right of way line of Dahlia Street along a curve to the left having a radius of 427.57 feet; a central angle of $52^{\circ}02'34''$, an arc length of 388.37 feet, a long chord of 375.16 feet and a long chord bearing of North $63^{\circ}12'16''$ West; thence North $00^{\circ}46'26''$ East 359.39 feet; thence South $89^{\circ}13'34''$ East 272.76 feet; thence South $00^{\circ}46'26''$ West 57.00 feet, more or less; thence South $87^{\circ}22'21''$ East 193.16 feet more or less to the Westerly right of way line of Clover Street; thence along the Westerly right of way line of Clover Street South $02^{\circ}37'39''$ West 263.86 feet more or less; thence continuing along the Westerly right of way line of Clover Street along a curve to the right having a radius of 273.64 feet, a central angle of $47^{\circ}49'42''$, an arc length of 228.42 feet, a long chord of 221.85 feet and a long chord bearing of South $26^{\circ}32'30''$ West; thence along a curve to the right having a radius of 20.00 feet, a central angle of $92^{\circ}21'39''$, an arc length of 32.28 feet, a long chord of 28.86 feet and a long chord bearing of North $83^{\circ}21'49''$ West to the Northerly right of way line of Dahlia Street and the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 7th day
of August A.D., 19 98 at 3:32 o'clock P. M., and duly recorded in Vol. 498,
of Mortgages on Page 29191.

FEE \$20.00

By Bernetha G. Lisch County Clerk
Kathleen Raza