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Vol. m98 Page 31621
Vol. m98 Page 29188

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Record and Return to:

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

This document is being rerecorded
to correct the dated dates.

K52535

(Space Above For Recorder's Use)

ASSIGNMENT OF DEED OF TRUST,
SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

THIS ASSIGNMENT (the "Assignment") is made as of the ^{7th} 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 ^{7th}, 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 ^{7th}, 1998 (the "Mortgage") covering certain real
property described in Exhibit A attached hereto (the "Mortgaged Property") which Deed of Trust
is recorded among the public records of Klamath County, Oregon as Document No. 64146
at Book m98, Page 29149; 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

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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.

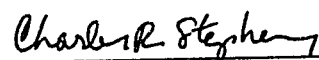
This Assignment shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

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°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°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°02'34", an arc length of 388.37 feet, a long chord of 375.16 feet and a long chord bearing of North 63°12'16" West; thence North 00°46'26" East 359.39 feet; thence South 89°13'34" East 272.76 feet; thence South 00°46'26" West 57.00 feet, more or less; thence South 87°22'21" East 198.16 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°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°49'42", an arc length of 228.42 feet, a long chord of 221.85 feet and a long chord bearing of South 26°32'30" West; thence along a curve to the right having a radius of 20.00 feet, a central angle of 92°21'39", an arch length of 32.28 feet, a long chord of 28.86 feet and a long chord bearing of North 83°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 28th day
of August A.D., 19 98 at 3:32 o'clock P. M., and duly recorded in Vol. 98
of Mortgages on Page 31623

FEE \$20.00

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By Kathleen

Bernetha G. Letsch, County Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 28th day
of August A.D., 19 98 at 11:23 o'clock A. M., and duly recorded in Vol. M98
of Mortgages on Page 31621

FEE \$15.00

By Kathleen

Bernetha G. Letsch, County Clerk