

Record Return to:

Vol MOO Page 16016

Ms. Tanya Bailey
 Polsinelli, White, Vardeman & Shalton
 700 W. 47th Street, Suite 1000
 Kansas City, MO 64112

p4

303-20

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made and entered into as of the 28 day of July, 1998, by **KEYBANK NATIONAL ASSOCIATION**, a national banking association (sometimes referred to as "Assignor" and sometimes referred to as "Lender"), having its principal place of business at 127 Public Square, Cleveland, Ohio 44114, to and for the benefit of See Exhibit "C" attached ("Assignee"), having its principal place of business at See Exhibit "C" attached.

1. Lender made a mortgage loan dated December 11, 1998, in the principal amount of \$952,000 ("Loan") to No Apples I - Klamath Falls, L.L.C. ("Borrower") with respect to the real property situated in the State of Oregon and more particularly described on Exhibit A attached hereto.
2. Assignor desires to assign, transfer and convey all of its right, title and interest in the Loan and all documents evidencing, governing or securing the Loan, including the documents identified on Exhibit B attached hereto (collectively, the "Loan Documents") to Assignee.

NOW, THEREFORE, in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- A. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and arising out of the Loan and the Loan Documents, without recourse.
- B. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.
- C. This Assignment shall be construed and enforced according to the laws of the State of Oregon.

- D. Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

This Assignment is executed as of the day, month and year first above written.

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: Shelly L. Schwab
Name: Shelly L. Schwab
Its: Senior Loan Closing Officer

EXHIBIT "A"
DESCRIPTION OF PROPERTY

A parcel of land situated in the SE ¼ NE ¼ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, being Lots 16 and 17 of TRACT 1276, a Re-Subdivision of a portion of Lot 3, Block 1 of "Tract 1080-Washburn Park", according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Westerly right of way of Washburn Way, said point being the Northeast corner of said Lot 16; thence South 00°02'00" East 202.00 feet; thence South 89°58'00" West 209.00 feet; thence North 00°02' 00" West 202.00 feet; thence North 89°58'00" East 209.00 feet to the point of beginning.

TOGETHER WITH THE EASEMENTS, RESTRICTIONS AND COVENANTS CONTAINED IN THAT CERTAIN DECLARATION OF CROSS EASEMENTS AND RESTRICTIVE COVENANTS RECORDED IN VOLUME M-97, PAGE 7211, RECORDS OF KLAMATH COUNTY OREGON (THE "RECORDS"), AND THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED IN VOLUME M-91, PAGE 12081, OF THE RECORDS AS AMENDED BY THAT CERTAIN AMENDMENT NO.1 TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED IN VOLUME M-97, PAGE 28746 OF THE RECORDS.

EXHIBIT B

1. Promissory Note executed by Borrower and payable to the order of Lender in the principal amount of \$952,000 (the "Note").
2. Guaranty and Indemnity executed by Guarantors in favor of Lender.
3. Deed of Trust and Security Agreement executed and acknowledged by Borrower for the benefit of Lender (the "Security Instrument").
4. Assignment of Leases and Rents executed and acknowledged by Borrower in favor of Lender (the "Assignment of Leases").
5. UCC-1 financing statements executed by Borrower as debtor (the "Financing Statements").
6. Assignment of Agreements, Permits and Contracts executed by Borrower in favor of Lender.
7. Replacement Reserve and Security Agreement executed by Borrower and Lender.
8. Environmental Indemnity Agreement executed by Borrower and Guarantors in favor of Lender.

EXHIBIT C

The Chase Manhattan Bank, as Trustee, for the registered holders of
Prudential Securities Secured Financing Corporation Commercial
Mortgage Pass-Through Certificates, Series 1999-C2

c/o: Key Commercial Mortgage, 911 Main Street, Suite 1400,
Kansas City, Missouri 64105

State of Oregon, County of Klamath
Recorded 05/04/00, at 8:36 a m.
In Vol. M00 Page 16016
Linda Smith,
County Clerk Fee\$ 41.00

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