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ASSIGNMENT OF TRUST DEED

THIS ASSIGNMENT OF TRUST DEED (hereinafter referred to as the "Assignment") is made as of the Standard day of August, 2000 by Karen and Andrew Fisher whose address is 2620 School Creek Rd. Arlee, Mt. hereinafter, "Assignor") for the benefit of 10 Bears at Chiloquin, Inc., an Oregon Corporation, 30 West 17th Avenue, Eugene, Oregon 97401 (hereinafter, "Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of that certain Trust Deed together with the debt and Note secured thereby, in the original sum of TWENTY FOUR THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$24,480.00) given by Park Development Group, LLC as "Mortgagor," which Trust Deed is recorded on the Public Records of Klamath County, Oregon at O.R. Book 1999, Page 8969 and which Trust Deed encumbers and is a lien upon that certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land"); and

WHEREAS, Assignor is desirous of assigning said Trust Deed, together with the Note and the debt therein described, to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Trust Deed, together with the Note and the debt therein described, from Assignor.

NOW, THEREFORE, for and in consideration of a sum of money (hereinafter set forth) and a Note payable to Assignor upon certain conditions therein described, which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heir, successors and assigns, forever all of its right, title and interest in, to under said Trust Deed described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgagor, its successors or assigns in the same.

2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Trust Deed and that there are no other holders of said Trust Deed or any interest therein nor is there any default by Mortgagor therein or in the Note and debt secured thereby.

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- 3. Payment to Assignor. Assignee shall pay to Assignor the sum of FOUR THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS (\$4,896.00) upon execution of this Assignment and shall execute a Promissory Note in favor of Assignor in the amount of NINETEEN THOUSAND FIVE HUNDRED EIGHTY FOUR DOLLARS (\$19,584.00), which Note shall bear interest at the rate of 9% per annum and shall be payable according to its terms and conditions described thereon.
- 4. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Oregon.
- 5. Headings. Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee on the date hereof.

ASSIGNOR

ANDREW FISHER

KAREN PISHER

COUNTY OF Missoula

The foregoing instrument was acknowledged before me this Aday of August, 2000

Notary Public

My Commission Expires: 10 20 01

10 100 101

or At: Stew Kendace

State of Oregon, County of Klamath Recorded 02/27/01, at <u>8'35a</u> m. In Vol. M01 Page <u>7566</u>

Linda Smith,

County Clerk Fee\$ 26