

102 APR 2 AM 9:04

ASSIGNMENT OF TRUST DEED BY GRANTORS

FOR VALUE RECEIVED, the undersigned who are the Grantors under that certain trust deed dated March 30, 2001, executed and delivered by MARK MINGO AND JANET MINGO, husband and wife, Grantors, to AMERITITLE, Trustee, in which FRANCIS G. BENJAMIN AND JUANITA C. BENJAMIN, are the Beneficiaries recorded on April 4, 2001, in Vol. M01 Page 13824, Records of Klamath County, Oregon and conveying real property in said county described as follows:

A parcel of land situated in the North Half Northwest Quarter Southwest Quarter (N1/2NW1/4SW1/4) of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the West quarter corner of said Section 16, thence South along the West line of said Section 16 a distance of 312.0 feet to the Northwest corner of parcel described in Deed Volume M69 at page 6733, Microfilm Records of Klamath County, Oregon; thence East along the North line of said parcel a distance of 312.0 feet to the Northeast corner thereof; thence North along the West line of parcel described in Deed Volume M36 at page 9785 a distance of 312.0 feet to the North line of the NW1/4SW1/4 of Section 16; thence West along said North line a distance of 312.0 feet to the point of beginning

SUBJECT TO: (1) Rights of the public in and to any portion of the herein described premises lying within the limits of street, road or highways. (2) An Easement created by instrument subject to the terms and provisions thereof recorded October 9, 1974 in Volume M74, page 13231, Microfilm Records of Klamath County, Oregon, for an easement for ingress and egress over the West 20 feet.

hereby grant, assign, convey, transfer and set over to **ALLEN MAHANEY AND LORI MAHANEY**, husband and wife, hereinafter called "Assignees," and Assignees' heirs, personal representative, successors and assigns, all of the Grantors' interest in and under said trust deed, together with all of Grantors' interest in the note, moneys and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed.

The undersigned Grantors hereby covenant to and with said Assignees that the undersigned are the Grantors under said trust deed and have the right to sell, transfer and assign their interest in the note and Trust Deed, and that there is now unpaid on the obligations secured by said trust deed the sum of not less than \$40,000 with interest thereon from January 2, 2002.

The Assignees by execution hereof agree to assume and the perform, without reservation, all of the Grantors' obligations under the trust deed and note, including making the payments required thereby. Assignees by execution hereof subject themselves the same remedies that the Grantors were subject to under the said note and trust deed in the case of a default and agree that the Assignees for all purposes shall become the Grantors under said Trust Deed and the maker of said note. The Assignees further agree that they will be liable under said note and Trust Deed to the Beneficiaries thereof for any default in said note or Trust Deed without regard to when it may have occurred.

The Beneficiaries hereby release the Grantors from further performance under said note and Trust Deed, and accept the Assignees in place of the Grantors.

Upon payment of the note and full performance of the Trust Deed, the Beneficiaries shall instruct the Trustee to reconvey the Trust Deed to the Assignors rather than the Grantors.

If a dispute arises directly or indirectly out of this agreement, then the prevailing party shall be entitled to reasonable attorney fees including any fees for a failed mediation. Those attorney fees will be set by the arbitrator, if there is an arbitration; by the trial court, if there is a trial and by the appellate court if there is an appeal.

In construing this instrument and whenever the context hereof so requires the singular includes the plural.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document the 20 day of Feb., 2002.

Mark Mingo
MARK MINGO

Janet Mingo
JANET MINGO

Francis G. Benjamin
FRANCIS G. BENJAMIN

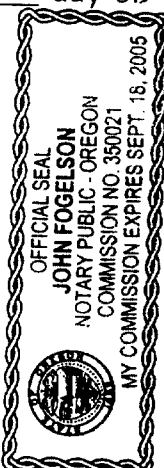
Juanita C. Benjamin
JUANITA BENJAMIN

2-ASSIGNMENT OF TRUST DEED BY GRANTORS

VAN VOORHEES & LARSON
ATTORNEYS AT LAW

298 WEST THIRD STREET ■ PRINEVILLE, OREGON 97754 ■ (541) 447-1830

169522



(2pgs)

Allen Mahaney
ALLEN MAHANEY

Lori Mahaney
LORI MAHANEY

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me January 28, 2002, by MARK MINGO AND JANET MINGO, husband and wife.

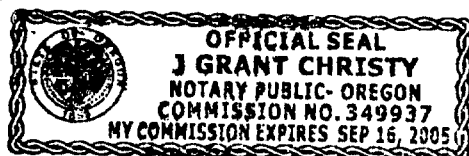


[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF OREGON, County of DESCHUTES) ss.

This instrument was acknowledged before me January 20, 2002, by ALLEN MAHANEY AND LORI MAHANEY, husband and wife.

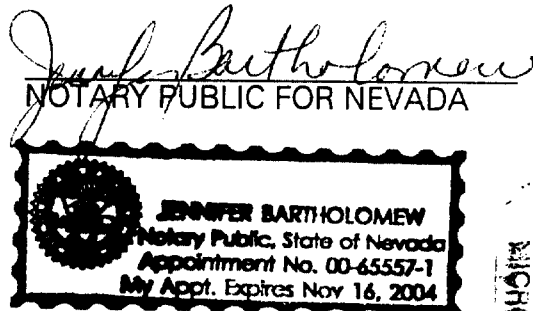
MARCH



[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF NEVADA, County of Clark) ss.

This instrument was acknowledged before me January 28, 2002, by FRANCIS G. BENJAMIN AND JUANITA BENJAMIN, husband and wife.



Account No.: 2310-016C0-1500-000

After recording return to:
Van Voorhees & Larson
298 NW Third Street
Prineville, OR 97754

STATE OF OREGON } ss 169522
COUNTY OF CROOK

I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 25TH DAY OF
March, 20 02 AT 4:30 P M.
AND RECORDED IN Mortgages
RECORDS OF SAID COUNTY MAP NO. 169522
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY Deanna E. Berman DEPUTY



State of Oregon, County of Klamath
Recorded 04/02/2002 9:04a m.
Vol M02, Pg 19196-97
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2
5000