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State of Oregon, County of Klamath
Recorded 09/06/2002 3:22 p.m.
Vol M02, Pg 50792-98
Linda Smith, County Clerk
Fee \$ 56⁰⁰ # of Pgs 7

PREPARED BY:
Arter & Hadden LLP
1801 K Street, N.W.
Suite 400K
Washington, D.C. 20006
Attention: Carla Calobrisi, Esq.

UPON RECORDATION RETURN TO:
Dynex Commercial, Inc.
c/o Dynex Healthcare, Inc.
Executive Center #2, 3rd Floor
1040 Broad Street
Shrewsbury, New Jersey 07702
Attention: Eric Smith

K50399

DYNEX COMMERCIAL, INC.,
a Virginia corporation,
as Assignor

to

Chase Bank of Texas, National Association,
as Trustee
as Assignee

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

Dated: August 31, 1998

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Loan # 100005

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS:

That **DYNEX COMMERCIAL, INC.**, a Virginia corporation, having an address c/o Dynex Healthcare, Inc., Executive Center #2, 3rd Floor, 1040 Broad Street, Shrewsbury, New Jersey 07702 (herein designated as the "Assignor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to Chase Bank of Texas, National Association, as trustee, a Trustee, having an address at 801 West Greens Road, Houston, TX 77067 (herein designated as the "Assignee"), all of Assignor's right, title and interest in and to (i) the instruments ("Assigned Instruments") described on Schedule 1 attached hereto, and (ii) all other documents, instruments, rights and privileges described on Schedule 2 attached hereto, all relating to that certain real property more particularly described in Schedule 3 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon. TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein. AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead, but at Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand or caused these presents to be signed by its proper corporate officer as of August 31, 1998.

ATTEST:

DYNEX COMMERCIAL, INC., a Virginia corporation

By: Rebecca B. Schriener

Name: Rebecca B. Schriener

Its: Asst. Secretary

By: Douglas A. Kory

Name: DOUGLAS A. KORY

Its: VICE PRESIDENT

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STATE OF Virginia)
COUNTY OF Henrico)

I, Kathleen A. Hines, a Notary Public of the County of Henrico, State of Virginia, certify that Douglas Korey personally came before me this day and acknowledged that he is the President of DYNEX COMMERCIAL, INC., a Virginia corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Douglas Korey, its President, sealed with its corporate seal, and attested by her/himself as Assistant Secretary.

WITNESS my hand and official seal this the 31st day of August, 1998.

Kathleen A. Hines
Notary Public

[Notarial Seal]

My Commission Expires 6-30-2001

SCHEDULE 1
TO
ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

"ASSIGNED INSTRUMENTS":

1. Promissory Note by Eldorado Heights, L.L.C., an Oregon limited liability company ("Borrower"), payable to the order of Dynex Commercial, Inc., a Virginia corporation ("Lender") dated August 31, 1998, in the original principal sum of \$4,000,000.
2. Deed of Trust and Security Agreement dated August 31, 1998, which Instrument is recorded or registered in the official records of Klamath County, Oregon, on September 1, 1998, as Instrument # 65563, in Volume M98, Page 32191.
3. Assignment of Leases and Rents dated August 31, 1998, which Assignment is recorded or registered in the official records of Klamath County, Oregon, on September 1, 1998, as Instrument # 65564, in Volume M98, Page 32254.

SCHEDULE 2
TO
ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

1. Assignment of Agreements, Permits and Contracts.
2. Assignment of Management Agreement and Subordination of Management Fees
3. Replacement Reserve and Security Agreement
4. Environmental Indemnity Agreement.
5. Certificate of Borrower.
6. Borrower's Financial Certificate.
7. Guaranty of Obligations of Borrower.
8. Guarantor's Financial Certificate
9. Any and all other documents, instruments, rights and privileges granted, assigned to or inuring to the benefit of Assignor arising from that certain Loan made by Assignor to Eldorado Heights, L.L.C., an Oregon limited liability company.

SCHEDULE 3
TO
ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

[Legal Description]

EXHIBIT A

PARCEL 1:

A PARCEL OF LAND SITUATED IN PORTIONS OF VACATED BLOCKS 2, 3, 6, 7, 9 AND 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, SOUTH 38 DEGREES 16'30" WEST 100.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHWESTERLY LINE OF THE VACATED PORTION OF BLOCK 9 AND 10 OF SAID ELDORADO ADDITION, NORTH 51 DEGREES 42'50" WEST 170.69 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 38 DEGREES 16'30" EAST 667.37 FEET TO THE SOUTHERLY LINE OF ELDORADO BOULEVARD; THENCE ALONG SAID SOUTHERLY LINE OF ELDORADO BOULEVARD 182.39 FEET ALONG THE ARC OF A 667.34 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 55 DEGREES 00'55" EAST 181.84 FEET; THENCE 29.87 FEET ALONG THE ARC OF A 20.00 FOOT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 4 DEGREES 30'47" EAST, TO ITS POINT OF TANGENCY WITH THE WESTERLY LINE OF SLOAN STREET; THENCE ALONG SAID WESTERLY LINE OF SLOAN STREET SOUTH 38 DEGREES 16'30" WEST 557.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 51 DEGREES 42'50" WEST 29.31 FEET TO THE BEGINNING.

PARCEL 2:

LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THE SOUTHEASTERLY 19 FEET, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

TOGETHER WITH ALL RIGHTS CONTAINED IN THE CROSS EASEMENT AGREEMENT RECORDED WITH THE COUNTY CLERK OF KLAMATH FALLS, OREGON, AS VOLUME M96, PAGE 922.