

03 JAN 13 PM 10:58

ASPEN 3563

Beal No. 22-80005679

SBA No. 6390583000

Obligor: Harvey W. Houston and Charleen K. Houston

Vol M03 Page 02038

**ASSIGNMENT OF NOTES AND LIENS**  
(SBA Loan Sale #2)

State of Oregon, County of Klamath  
Recorded 01/13/2003 10:58 a m.  
Vol M03 Pg 02038-41  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 4

After recording, please return to:

LPP Mortgage Ltd.  
c/o Beal Bank, ssb  
Attn: Allison Martin  
6000 Legacy Drive  
Plano, Texas 75024-3610

**This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. The courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.**

THIS ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is made by the U.S. SMALL BUSINESS ADMINISTRATION ("Assignor"), whose address is 490 Third Street, S.W., Washington, D.C. 20416, to LPP Mortgage Ltd. f/k/a Loan Participant Partners, Ltd., a Texas limited partnership whose address is set forth below ("Assignee"), pursuant to the terms of that certain Loan Sale Agreement dated as of August 3, 2000, (the "Sale Agreement") between Assignor and Assignee.

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of August 31, 2000, to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Sale Agreement, the following:

1. that certain Deed of Trust dated May 3, 1994, and recorded in Volume M-94, at Page 17930, of the land records of Klamath County, Oregon, as amended or modified (the "Mortgage"), which Mortgage secures that certain promissory note dated May 3, 1994 (the "Note");
2. that certain Deed of Trust dated May 3, 1994, and recorded in Volume M-94, at Page 17934, of the land records of Klamath County, Oregon, as amended or modified, which instrument secures the Note; and
3. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Mortgage and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

36A  
x5

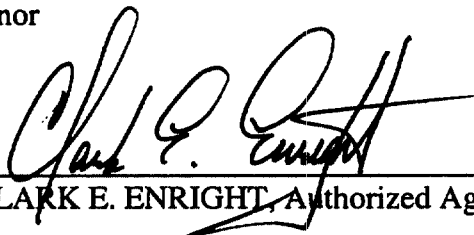
STATE OF TEXAS       §  
                                 §  
COUNTY OF DALLAS   §

02039

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of the 3 day of April, 2001.

U.S. SMALL BUSINESS ADMINISTRATION, as  
Assignor

Shanda Foreman  
WITNESS

By:   
CLARK E. ENRIGHT, Authorized Agent

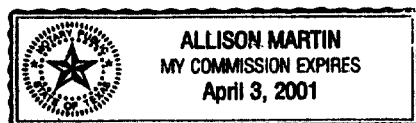
### ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                 §  
COUNTY OF DALLAS   §

Before me, the undersigned, a Notary Public, on this day personally appeared Clark E. Enright, who is personally well known to me (or sufficiently proven) to be an Authorized Agent for the U.S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him/her, and s/he acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal this 3 day of April, 2001.

[SEAL]



Allison Martin  
Notary Public, State of Texas  
My commission expires: 4/3/2001

Name and Address of Assignee:

LPP Mortgage LTD.  
c/o Beal Bank, ssb  
6000 Legacy Drive  
Plano, Texas 75024-3610

**LIMITED POWER OF ATTORNEY  
(SBA Loan Sale #2)**

THE ADMINISTRATOR OF THE U.S. SMALL BUSINESS ADMINISTRATION (the "SBA"), acting by and through her authorized agent, hereby appoints:

D. Andrew Beal, Erick Byrd, Mary Hui, William T. Saurenmann, Clark E. Enright, Bonnie Stokes, Cara Kinder, Carol Welch, Gloria Follis, Julia Green, Becky Daggett, Michael Barnett, Sandy Smith, Molly Curl, Greg Huff, Ped Castillo, Darrell Colon, John Hillman, Kevin Holt, Mike Hoy, Ivan Kezsom, Star Hillman, Tom McKinnon, Elsa McKinnon, Gustavo Millan, Norman Novitsky, Dave Pearson, Ian Pires, Urban Roman, Chris Sevilla, Jorge Tucux, Alan Turbin, Dave LaRose, John R. Filisky, Geneve Montes, Dave Hayes, Mary Lou Bagabaldo, Lisa Bryant, John Digioia and Elsa Escobar

severally, as true and lawful attorneys-in-fact to act in the name, place and stead of the SBA for the purposes set forth below. This limited power of attorney is given pursuant to that certain Loan Sale Agreement (the "Agreement") by and between the SBA and LOAN PARTICIPANT PARTNERS, LTD., dated as of August 3, 2000 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

1. To execute, acknowledge, seal and deliver, on behalf of the SBA ("Seller"), the Note Endorsements with respect to the Notes for all of the Loans, provided that such Note Endorsements are to be substantially in the form of Exhibit H to the Agreement, appropriately completely;
2. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignment and Lost Instrument Affidavit with respect to any Note which has been lost or is otherwise unavailable, as provided for in the Agreement, provided that any such Assignment and Lost Instrument Affidavit are to be substantially in the form of Exhibit C to the Agreement, appropriately completed;
3. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignments of Loan Documents with respect to all of the Loans, provided that such Assignments of Loan Documents are to be substantially in the form of Exhibit D to the Agreement, with such modifications as may be required to comply with applicable Transfer/Recordation Requirements and appropriately completed;
4. To execute, acknowledge, seal and deliver, on behalf of Seller, assignments of security interest with respect to all of the Loans;
5. To execute, acknowledge, seal and deliver, on behalf of Seller, any of the aforesaid instruments and assignments that Seller is authorized to execute, acknowledge, seal or deliver as agent for any other lender or servicer.

02041

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of the SBA or Seller not specifically described herein.

The rights, powers and authority of the attorney-in-fact granted in this instrument will commence and be in full force and effect on August 31, 2000 and such rights, powers and authority will remain in full force and effect until 11:59 p.m., Washington, D.C. time, on June 1, 2001.

Dated: October 27, 2000

U.S. SMALL BUSINESS ADMINISTRATION, as  
Seller

Deane F. Johnson  
WITNESS

By: Arnold S. Rosenthal  
Name: Arnold S. Rosenthal  
Title: Authorized Agent

#### ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, ss:

Before me, William A. George, Jr. a Notary Public in and for the jurisdiction aforesaid, on this 27 day of Oct. 2000, personally appeared Arnold S. Rosenthal, who is personally well known to me (or sufficiently proven) to be an authorized agent of the Administrator of the U.S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as an authorized agent of the Administrator of the U.S. Small Business Administration in the capacities indicated therein and for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 27th day of October.

William A. George Jr.  
Notary Public

[SEAL]

My commission expires: 4/30/04