

When Recorded return to:
Pac Equities, Inc.
250 NW Franklin Ave. #302
Bend, OR 97701

'03 DEC 22 AM 9:31

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State of Oregon, County of Klamath
Recorded 12/22/03 9:31 a m
Vol M03 Pg 92320
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1
900 opa

ASSIGNMENT OF A BENEFICIAL INTEREST IN A DEED OF TRUST:

Date: 11/20/03

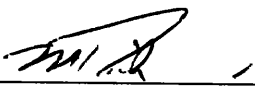
KNOW ALL MEN BY THESE PRESENTS, That PAC EQUITIES, INC. called "First Party", for U.S. Funds in the amount of \$16,000.00 (Sixteen Thousand) received from Dolores Lemm called "Second Party", hereby sells and assigns to Second Party and to Second Party's heirs, personal representatives, successors and permitted assigns, a beneficial interest of \$16,000.00 of \$1,100,000.00 (1.45%) in that certain Deed of Trust made by Southview Properties, LLC as trustor in favor of Pac Equities Inc. as mortgagee, as beneficiary, recorded January 1, 2003 in Book/Reel/Volume No: M03, at page 80323 of the Records of Klamath County, Oregon, and in and to said percent of the principal balance of the obligation secured thereby, and the interest due and to become due thereon. First Party warrants that the current unpaid principal balance of the obligation secured by said Deed of Trust is \$1,100,000.00 Second Party will receive interest computed at 10.9% per annum on their investment of \$16,000.00. It is further warranted by First Party, and for First Party's heirs, personal representatives, successors, and assigns, to and with Second Party, that: (1) First Party is the lawful and the holder of the note and Deed of Trust and the obligation secured thereby, and has a good right to sell and assign the Beneficial interest therein; (2) The Deed of Trust is not in default; (3) First party is insured by a policy of mortgagee's title insurance showing said Deed of Trust to be a lien on the property, except items normally excepted in said policies; (4) First Party has and will keep in First Party's possession the original note, Deed of Trust, and the title insurance policy; (5) First Party will continuously hold evidence of and maintain hazard insurance as required by the Deed of Trust with loss payable to First Party, any proceeds of which First Party will hold and pay to Second Party in proportion to Second Party's interests; and (6) First Party has no undisclosed knowledge of any fact which would adversely affect the marketability of said loan. The parties agree that (1) First Party shall collect the interest payments and remit the Second Party's share to Second Party or to a depository designated by Second Party, within five (5) days of First Party's receipt thereof; (2) First Party will maintain customary financial records of the transactions and furnish copies to Second Party at reasonable intervals on request; (3) First Party may, upon default of the obligor, in First Party's own name but in behalf of both parties, make demands and exercise all rights of the parties, including foreclosure, as in First Party's opinion are needful and advisable to protect the interests of the parties hereto; and (3a) after foreclosure, or upon acquiring title by deed in lieu of foreclosure, the parties shall be deemed tenants in common of their respective percentage interests, subject to and including their respective percentages of (i) all costs and fees incurred in connection with the foreclosure and (ii) income and expenses in connection with owning, holding, protecting and maintaining the property. (4) all costs and fees incurred in connection with this sale shall be paid by first party.

This assignment shall not constitute a partnership or joint venture, and each party shall be an independent contractor with respect to each other and any interested party, with no authority to bind the other, except as provided by the terms of this agreement.

This assignment of said percentage of said Deed of Trust and the obligation secured thereby is without recourse. In construing this instruments, the word "mortgage" shall include a deed of trust; "mortgagor" shall include a grantor in a deed of trust; "mortgagee" shall include a beneficiary under a deed of trust; the singular includes the plural; and all changes shall be made or implied to make this instrument applicable equally to individuals or to corporations.

IN WITNESS WHEREOF, the party of the first part has executed this document.

PAC EQUITIES, INC.



Michael M. Rich, President

STATE OF OREGON); COUNTY OF DESCHUTES);

On this 15th day of December, 2003, personally appeared before me, a Notary Public in and for said County and State, Michael M. Rich, as President of PAC EQUITIES, INC., known to me to the person described in and who executed the foregoing instrument, who acknowledges that he executed the same freely and voluntarily and for the uses and purposes therein mentioned, as President of PAC EQUITIES, INC.

Cathy Lawgates, Notary Public



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9 opa