

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

Place recording stamp here Vol. M04 Page 31064

State of Oregon, County of Klamath
Recorded 05/18/2004 12:56 p m
Vol M04 Pg 31064-65
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

'04 MAY 18 PM 12:56

ASSIGNMENT OF BENEFICIAL INTEREST IN A DEED OF TRUST

Date: May 17, 2004

PARTIES:

Pac Equities, Inc.

("Assignor")

Ronald & Maryann Powell
15769 Davis Avenue
La Pine, OR 97739

("Assignee")

RECITALS:

Whereas Assignor is a beneficiary of a Trust Deed dated October 29, 2003 and recorded in Volume MO3, Page 80323 of the official records of Klamath County, County, Oregon; and

Whereas the recited Trust Deed was executed by R.A.M. Southview Properties 2, LLC and secures an obligation under a Promissory Note dated April 1, 2004 for the principle balance of \$1,500,000.00.

Whereas Assignee wishes to acquire a partial interest in the obligation evidenced by the above referenced recited Promissory Note and secured by the above recited Trust Deed.

NOW THEREFORE, AGREEMENT:

For valuable consideration, receipt and sufficiency being hereby acknowledged in the sum of \$20,000.00 (TWENTY THOUSAND DOLLARS) Assignor grants, assigns, transfers and sets over to Assignee a \$20,000.00 of \$1,500,000.00 - (1.33%) of Assignor's beneficial interest in the Trust Deed and Promissory Note. This assignment includes the above referenced percentage of all principal and interest and any payments due or to become due under the Promissory Note and Trust Deed. Assignor represents and warrants that at the date of this Assignment, the unpaid principal balance is \$1,500,000.00. Assignee will receive interest computed at 10.0% per annum on their investment of \$20,000.00.

Assignor further warrants that: 1) Assignor is the lawful holder of the Promissory Note and Trust Deed and has the right to sell and assign all or a portion of its interest therein; 2) At the date of this Assignment, the Promissory Note and Deed of Trust are not in default; 3) Assignor is the beneficiary of a title insurance policy insuring the Assignor's Trust Deed. 4) Assignor has and will maintain possession of the original Promissory Note, Deed of Trust and title insurance policies; 5) Assignor will take all steps reasonably necessary to maintain hazard insurance as required under the terms of the Deed of Trust with loss payable to Assignor and its successors and assigns. 6) Assignor shall collect all payments due under the Promissory Note and Trust Deed and will pay to Assignee, the Assignee's percentage interest of each payment on the 20th day of each month. Assignor agrees it will maintain records of all transactions relating to the Promissory Note and Trust Deed and shall make those records available to Assignee upon Assignee's reasonable request.

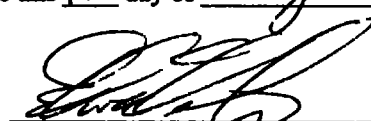
Assignor retains the right to make all demands and exercise all rights of the beneficiary under the terms of the Promissory Note and Trust Deed. In the event of a default under the Promissory Note and Trust Deed, Assignor has the right to exercise all of the beneficiary's rights as set forth in the Promissory Note and Trust Deed and as allowed by law including foreclosure through judicial or non-judicial means, acquiring title by deed in lieu of foreclosure, re-entry eviction and any other steps reasonably necessary to protect the beneficial interest under the Promissory Note and Trust Deed. In the event of a default, Assignor shall be entitled to repayment of all its costs and fees incurred including attorney fees, recording costs, filing fees and title insurance charges prior to any payment to Assignee under this Agreement. In the event the parties acquire fee title to the property through foreclosure and sale or by deed in lieu of foreclosure, the parties shall hold the property as tenants in common according to the above referenced percentage interest and shall be entitled to and responsible for their pro rata share of all income received and expenses incurred in connection with owning, holding, maintaining and selling the property. Assignee agrees and grants to Assignor the right to mortgage or lien the property as security for loan(s) which Assignor reasonably and prudently believes are necessary to maintain or improve the property. This Assignment is not intended to create a partnership or joint venture. The relationship of the parties shall be governed solely by the terms of this Agreement and neither party has the authority to bind the other except as provided under the terms of this Agreement. In the event of a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and disbursements including all deposition and expert witness costs whether incurred in relation to trial, arbitration or on appeal.

PAC EQUITIES, INC.:


Authorized Signature

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 17th day of May, 2004,
by Michael Rich


Notary Public for Oregon

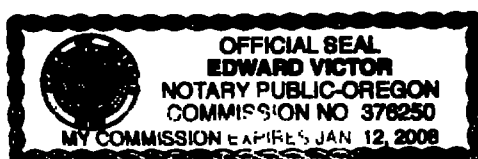


EXHIBIT A**LEGAL DESCRIPTION:**

A parcel of land situated in the NE 1/4 and SE 1/4 of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, the NE 1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, and the NE 1/4 NE 1/4 of Section 6, Township 39 South, Range 9 East of the Willamette Meridian, all in Klamath County, Oregon and being more particularly described as follows:

Beginning at a point on the north-south centerline of Section 36 from which the NW corner of the SW 1/4 NE 1/4 of said section bears North 00°11'27" East 427.59 feet; thence South 89°58'12" East 619.61 feet; thence South 27°18'39" East 3530.91 feet; thence South 62°41'21" West 250.36 feet; thence South 27°18'39" East 1811.20 feet to a point on the South line of the NW 1/4 NW 1/4 of Section 6; thence along said South line South 89°28'21" West 199.91 feet to the SW corner thereof; thence along the South line of the NE 1/4 NE 1/4 of Section 1 North 89°29'44" West 1330.62 feet to the SW corner of said NE 1/4 NE 1/4; thence along the West line of the SE 1/4 NE 1/4 of Section 1 South 00°06'44" East 458.90 feet to the Northerly right of way line of State Highway 140; thence along said Northerly right of way line North 56°12'28" West 194.88 feet; thence leaving said right of way line North 11°59'09" East 364.18 feet to the South line of the NW 1/4 NE 1/4 of Section 1; thence along said South line South 89°56'08" West 516.20 feet to the said Northerly right of way line of State Highway 140; thence along said Northerly right of way line North 50°28'23" West 199.25 feet; thence North 59°17'52" West 439.78 feet; thence leaving said Northerly right of way line North 36°42'45" West 329.35 feet to the North-South center section line of Section 1; thence along said center section line North 00°04'15" East 722.87 feet to the 1/4 corner common to Section 1 and Section 36; thence along the center section line of Section 36 North 00°11'27" East 35089.58 feet to the point of beginning.

SAVING AND EXCEPTING, Beginning at the Southeast corner of the NE 1/4 NE 1/4 of said Section 1; thence on the South line of said NE 1/4 NE 1/4 North 89°17'37" West 617.88 feet; thence leaving said South line North 27°18'39" West 235.77 feet; thence North 62°41'21" East 1183.54 feet; thence North 27°18'39" West 1195.51 feet; thence North 62°41'21" East 605.39 feet; thence South 27°18'39" East 1811.20 feet to the South line of the NW 1/4 NW 1/4 of said Section 6; thence South 89°28'21" West 199.91 feet on said South line, to the point of beginning.