Vol<u>M04</u> Page 46007

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Michelle Bilderback Network for Oregon Affordable Housing 1020 SW Taylor, Suite 585 Portland. OR 97205

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# ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY

THIS ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY (this "Assignment") is executed and delivered this day of July, 2004 by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Assignor") in favor of NETWORK FOR OREGON AFFORDABLE HOUSING, an Oregon nonprofit public benefit corporation ("Assignee").

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, grants, assigns, conveys, and transfers, without recourse, or representation or warranty of any kind (except as provided in Section 3 hereof) to Assignee, and its successors and assigns, all right, title, and interest of Assignor in and to that certain Line of Credit Instrument and Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of May 20, 2003, (the "Deed of Trust"), encumbering the real property described on <u>Exhibit A</u> attached hereto (the "Property"), which Deed of Trust was recorded on May 23, 2003, as Instrument No. MO3-35012, Records of Klamath County, Oregon, which Deed of Trust was modified by Modification of Deed of Trust recorded June 19, 2003, as Instrument No. MO3-342113, Records of Klamath County, Oregon (as so modified, the "Deed of Trust").
- 2. <u>Assumption</u>. Assignee hereby assumes and agrees to perform, from and after the date of recordation of this Assignment in the official records of the county where the Property is located, all liabilities, obligations, and duties of Assignor arising from and after the date hereof with respect to the Deed of Trust. Assignee hereby covenants that the persons signing below on
- 1 ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY



with respect to the Deed of Trust. Assignee hereby covenants that the persons signing below on behalf of Assignee are duly authorized to execute this Assignment.

- 3. <u>Covenants of Assignor</u>. Assignor hereby covenants that Assignor is the beneficiary under the Deed of Trust and is the owner and holder of the beneficial interest therein, that it has good right to sell, grant, assign, convey, and transfer the Deed of Trust, and that the person(s) signing below on behalf of Assignor are duly authorized to execute this Assignment.
- 4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Assignment that has attached to it separate signature pages, which altogether contain the signatures of all parties, shall for all purposes be deemed a fully executed instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first written above.

#### **ASSIGNOR:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Joseph P. Delyea, Vice President

#### **ASSIGNEE:**

NETWORK FOR OREGON AFFORDABLE HOUSING, an Oregon nonprofit public benefit corporation

By:

William A. Van Vliet, Executive Director

By:

oni-Marie A. Hartmann, Vice President

### **EXHIBIT A**

## Legal description of Property

Parcel 1 of Land Partition 1-03, said Land Partition being Parcel 1 of Land Partition 14-97 and a portion of a tract of land situated in the NE1/4NE1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon