

MTC- 04383

Vol M04 Page 46039

## ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY

Network for Oregon Affordable Housing (Assignor)  
to  
U.S. Bank National Association (Assignee)

State of Oregon, County of Klamath  
Recorded 07/14/2004 3:21 P m  
Vol M04 Pg 46039-41  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

Recording requested by, and when recorded mail to:  
Cynthia Pieschel  
U.S. Bank National Association  
Commercial Real Estate Loan Administration  
111 S.W. Fifth Ave., Suite 700, T-7  
Portland, OR 97204

## ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY

For value received, the undersigned Beneficiary under that certain Line of Credit Deed of Trust With Assignment of Leases and Rents, Security Agreement and Fixture Filing, thereto recorded on May 23, 2003 as Instrument No. M03-35012 Mortgage Records of Klamath County, Oregon (the "Deed of Trust") executed and delivered by Crestview Commons Limited Partnership, Grantor, to Chicago Title Insurance Company, Trustee, in which Wells Fargo Bank, NA is the original Beneficiary and Network for Oregon Affordable Housing ("NOAH") is the successor Beneficiary, pursuant to those certain Assignment of Deed of Trust by Beneficiary recorded on JULY 14, 2004 in Book/Reel/Volume No. M04 on Page 46007 or as fee/File/Instrument/Microfilm/Reception (indicate which) No. \_\_\_\_\_ of the Mortgage Records of Klamath County, Oregon, and Amendment to Line of Credit and Construction Deed of Trust With Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on JULY 14, 2004 in Book/Reel/Volume No. M04 on Page 46011 or as fee/File/Instrument/Microfilm/Reception (indicate which) No. \_\_\_\_\_ of the Mortgage Records of Klamath County, Oregon, and which Deed of Trust, as amended conveys real property in said county described as follows:

See attached Exhibit A for real property description

hereby grants, assigns, transfers and sets over to U.S. Bank National Association ("Agent") (as Agent pursuant to that certain Restated Credit and Security Agreement dated as of May 31, 1996 ("Credit Agreement"), by and among NOAH, Agent and various Banks) hereinafter called Assignee, and Assignee's heirs, personal representatives, successors and assigns, all of NOAH's beneficial interest in and under said Deed of Trust, together with the notes, monies and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said Deed of Trust.

Pursuant to Sections 2.4 and 6.2 of the Credit Agreement, and for value received, the undersigned, NOAH, hereby grants, assigns, transfers and sets over to Assignee NOAH's entire right, title and interest in and to the following other documents and all rights created or conveyed by these documents: The originals (or certified copies) of all End Borrower Loan Documents, as described in the Credit Agreement, pertinent or related to NOAH's loan to the End Borrower, including, but not limited to, the Deed of Trust, and the original End Borrower Note in favor of Wells Fargo, NA ("Construction Lender") and wherein Network for Oregon Affordable Housing ("NOAH") is the successor in interest, pursuant to those certain Assignment of Deed of Trust by Beneficiary and Assignment and Assumption of Deed of Trust and Loan Documents described above, endorsed by NOAH to Assignee.

The undersigned hereby covenants to and with said Assignee that the undersigned 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, transfer and assign the same, and the note and other obligations secured thereby, and that there is now unpaid on the obligations secured by said Deed of Trust the sum of not less than \$1,500,000.00, plus interest thereon from July 15, 2004.

All provisions of the Credit Agreement applicable to the End Borrower Loan and its assignment to Agent are incorporated into this Assignment and made a part hereof.

IN WITNESS WHEREOF, the undersigned has caused its corporate name to be signed on this Assignment on the date set forth opposite its signature below, as authorized to do so by its Board of Directors.

BENEFICIARY/ASSIGNOR:

NETWORK FOR OREGON AFFORDABLE HOUSING

DATED: July 13, 2004

By: William A. Van Vliet  
 Title: Executive Director

By: Joni-Marie A. Hartmann  
 Title: Vice President

State of Oregon, County of Multnomah, ss.  
July 13, 2004

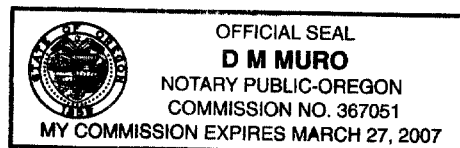
Personally appeared William A. Van Vliet and Joni-Marie A. Hartmann who, being duly sworn, each for himself/herself and not one for the other, did say that the former is the Executive Director and that the latter is the Vice President of NETWORK FOR OREGON AFFORDABLE HOUSING, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon

My commission expires: 3/27/07



**Legal Description of Property**  
**Crestview Commons Limited Partnership**

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 NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 10, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.