

**M05-67641**

Klamath County, Oregon

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Pages 6 Fee: \$46.00

After Recording Return to:  
VESTIN MORTGAGE, INC.  
8379 W. SUNSET ROAD  
LAS VEGAS, NV 89113

*1st 587950*

**ASSIGNMENT OF  
BENEFICIARY'S INTEREST IN LEASEHOLD TRUST DEED  
FOR SECURITY PURPOSES**

Assignor hereby grants, assigns, transfers, and sets over to VESTIN FUND I, LLC, A NEVADA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 1,500,000/4,600,000<sup>TH</sup> INTEREST AND VESTIN FUND II, LLC, A NEVADA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 1,943,951.69/4,600,000<sup>TH</sup> INTEREST AND VESTIN FUND III, LLC, A NEVADA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 1,156,048.31/4,600,000<sup>TH</sup> INTEREST ("Assignee") all of Assignor's beneficial interest in and under that Leasehold Trust Deed dated JULY 15, 2005, executed by PLUM RIDGE CARE COMMUNITY, LLC, AN OREGON LIMITED LIABILITY COMPANY, Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, Trustee, in which VESTIN MORTGAGE, INC., A NEVADA CORPORATION is Beneficiary, recorded JULY 20, 2005, in VOLUME M05, PAGE 55677-98, KLAMATH County Records, covering the following described property (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

together with the notes, monies, and obligations therein described, with interest thereon, and all rights and benefits whatsoever accrued or to accrue under said Leasehold Trust Deed.

Assignor hereby warrants and covenants that Assignor is the Beneficiary or his successor in interest under said Leasehold Trust Deed and is the owner and holder of the beneficial interest therein; that he has good right to sell, transfer, and assign the same; and that there is now unpaid on the obligation secured thereby the sum of not less than \$4,600,000.00, plus interest thereon from JULY 15, 2005.

This Assignment secures payment of a promissory note (the "Note") dated JULY 15, 2005, in the amount of \$4,600,000.00 and all other sums now or hereafter owing to Assignee by PLUM RIDGE CARE COMMUNITY, LLC, AN OREGON LIMITED LIABILITY COMPANY ("Debtor"), and is upon the express condition that if Assignor shall pay the Note and other obligations according to the terms hereof, this assignment shall be null and void, and Assignee shall reassign and reconvey all of its interest assigned hereby; but otherwise shall remain in full force and effect to secure the performance of all the covenants herein and payments of the above-mentioned Note and obligations. It is expressly understood that Assignee, at its option, may apply toward the payment of the Note and other obligations according to their terms all payments received by Assignee for credit of Assignor from the Grantor under said Leasehold Trust Deed.

Time is of the essence in this agreement and if Debtor fails to make payments to Assignee as required, Assignee shall have the following remedies, each of which shall be distinct and cumulative to any other right or remedy hereunder or afforded by law.

(1) Declare the entire unpaid principal balance of the Note or other obligations, with interest thereon, immediately due and payable;

(2) Foreclose Assignor's interest in the Leasehold Trust Deed and the obligation secured thereby. If Assignee elects to allow Assignor to foreclose the Leasehold Trust Deed in the event of a default hereunder, Assignee may require Assignor to execute a trust deed on Assignor's interest in the Property, to be recorded prior to commencing the foreclosure. The trust deed shall be a first lien against Assignor's interest in the Property, and shall secure an amount equal to the debt then owing by Assignor to Assignee. In the event that Assignor is not the successful bidder at a trustee's sale or sheriff's sale of the Property, Assignor hereby instructs the Trustee or sheriff to distribute the proceeds from such sale to which the Assignor is entitled by law to the Assignee or other party designated by the Assignee.

(3) Demand and receive payments from the Grantor under said Leasehold Trust Deed, and take any action reasonably necessary to enforce the rights of Beneficiary under the Leasehold Trust Deed and obligation secured thereby.

(4) Have a Receiver appointed to collect payments from the Grantor.

This Assignment may be additional to other security that may be granted to Assignee from time to time by Assignor and is to be considered as a portion of the total security granted Assignee.

Assignor shall not agree to any modifications of the Leasehold Trust Deed or the obligations secured thereby without the express written consent of Assignee. Any unauthorized modification shall be void.

Assignor shall pay all costs, disbursements, expenses, and reasonable attorney fees incurred by Assignee in protecting or enforcing the lien of this Assignment, whether or not suit or action is actually commenced (collectively, "costs"). Such costs include without limitation recording fees, costs of title and lien searches, preparation of surveys, appraisal fees, and attorney fees, negotiations, proceedings in the trial courts and before other tribunals and on an appeal from any of them. Protection or enforcement of the lien of this Assignment shall include, without limitation, negotiations with Assignor or any third party, administrative proceedings, bankruptcy proceedings, condemnation proceedings, conveyances in lieu of foreclosure, foreclosure proceedings, receivership actions, and post-judgment collection efforts.

Default hereunder shall, at Assignee's option, constitute default under all other agreements between Assignor and Assignee, and default under any of the other agreements shall constitute default hereunder.

Assignee does not hereby assume nor agree to assume, nor will Assignee assume any of the obligations of Assignor under or in connection with the Leasehold Trust Deed and obligations thereby secured, assigned hereby.

This Assignment shall be governed by and construed, interpreted, regulated, and enforced in accordance with the applicable laws of the State of Oregon. All covenants, conditions and agreements herein shall run with the land, and shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of Assignee.

No modification, amendment, change, or discharge of any term or provision of this Assignment shall be valid unless it is in writing and signed by Grantor and Assignee.

In the event any portion hereof shall be ruled invalid by any court of competent jurisdiction, the invalidity of such portion shall not affect any of the remaining provisions hereof. The invalid portion shall be severed and all other terms and provisions herein shall continue to be effective and binding, and any invalid portion shall be reduced in scope to the extent necessary to be valid.

Any headings or captions preceding the texts of the sections of this Assignment shall be solely for convenience and shall not constitute a part of this Assignment nor shall the headings affect the meaning, construction, or effect hereof.

In the event a court of competent jurisdiction finds that there is any ambiguity herein, the rule of construction that provides that an ambiguity is construed against the party drafting the document shall not apply.

DATED JULY 20, 2005.

VESTIN MORTGAGE, INC., A NEVADA  
CORPORATION

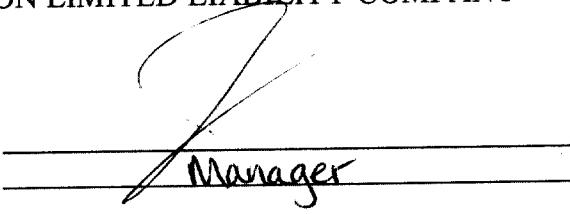
By: 

DANIEL STUBBS, SENIOR VICE-PRESIDENT

The undersigned Grantor under the Trust Deed assigned above acknowledges and agrees to the terms of the above Assignment. The undersigned agrees to pay Assignee on the obligation secured by the Trust Deed upon demand by the Assignee.

DATED JULY 20, 2005.

PLUM RIDGE CARE COMMUNITY, LLC, AN  
OREGON LIMITED LIABILITY COMPANY

By: 

Its: Manager

[This is the fourth page of a document entitled "Assignment of Beneficiary's Interest in Leasehold Trust Deed for Security Purposes" dated July 20, 2005]

State of Oregon )  
 ) ss.  
County of Marion )

On this 17<sup>th</sup> day of October, 2005, personally appeared Jon M. Harder, who being duly sworn, did say that he is the Manager of Plum Ridge Care Community, LLC, an Oregon limited liability company, and that said instrument was signed on behalf of said limited liability company.

Before me:



Diane Beyer  
Notary Public for Oregon  
My Commission Expires: 9/4/09

(This is the fifth page of a document entitled "Assignment of Beneficiary's Interest in Leasehold Trust Deed for Security Purposes" dated July 20, 2005)

STATE OF NEVADA )  
                         ) ss.  
COUNTY OF CLARK )

ON OCTOBER 18, 2005 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC DANIEL STUBBS WHO ACKNOWLEDGED THAT HE \_\_\_\_\_ EXECUTED THE ABOVE INSTRUMENT.

Cassie Ainsworth  
NOTARY PUBLIC

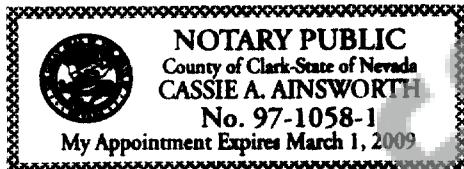


EXHIBIT A  
Property Description

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision, more particularly described as follows:

Commencing at the Northeast corner of McLoughlin Heights; thence South 00°46'00" West, along the East boundary of McLoughlin Heights, 100.0 feet to the true point of beginning of this description; thence South 0°46'00" West, along the East boundary of McLoughlin Heights 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West, 33.97 feet); thence North 63°00'00" West, along the North boundary of Foothills Boulevard, 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West, 475.03 feet); thence leaving said road boundary North 20°39'40" East, 504.11 feet; thence South 89°21'00" East, 420.87 feet to the true point of beginning.

TOGETHER with the northerly one-half of vacated Foothill boulevard abutting the Southerly boundary of the above described parcel.

SAVING AND EXCEPTING the following described parcel:

Beginning at a point on the East boundary of McLoughlin Heights which bears South 0°46' West a distance of 100.0 feet from the Northeast corner thereof, said point being the Northeast corner of tract conveyed by Presbyterian Intercommunity Hospital, Inc. to Klamath County by Deed recorded in Volume M75 page 8321, Deed records of Klamath County, Oregon; thence North 89°21' West, along the North line of said tract a distance of 420.87 feet to the Northwest corner thereof; thence South 20°39'40" West along the Westerly line of said tract a distance of 173.0 feet to a point; thence South 86°54'35" East a distance of 480.13 feet to a point on the East line of said tract; thence North 0°46' East along said East line a distance of 183.0 feet to the point of beginning.

TOGETHER with Access as disclosed in Reciprocal Access Easement, recorded June 8, 2001 in M-01 on page 27242, records of Klamath County, Oregon.

APN: 752064

EXHIBIT A