

Re: Rick Schwartz

**M05-71914**

Klamath County, Oregon

12/28/2005 09:59:32 AM

Pages 3 Fee: \$31.00

**ASSIGNMENT OF GROUND LEASE**

KNOW ALL MEN BY THESE PRESENT, That CHARLES TERRANOVA AND MARY LOU TERRANOVA, Assignor, hereby assigns unto CHARLES TERRANOVA, JR. AND MARY LOU TERRANOVA, TRUSTEES, TERRANOVA FAMILY 2005 TRUST U/T/A NOVEMBER 12, 2005, Assignee, the lessee's interest in that certain ground lease made by Swan Lake Moulding Company, an Oregon Corporation, as Lessor, and Assignor, as Lessee, dated April 5, 2000 and covering the following described premises, to wit:

PARCEL 1:

Beginning at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon, and running thence S00°00'30"E along the westerly boundary of Section 3, 977.8 feet, more or less, to its intersection with a line parallel with and fifty feet distant at right angles southwesterly from the center line of the South Sixth Street, as the same is now located and constructed; thence S55°52'30"E along said parallel line 1326.5 feet; thence at right angles to South Sixth Street S34°07'30"West 70 feet; thence S86°41'59"W 3.00 feet to Point "A" which is the True Point of Beginning for this property description; thence S55°52'30"E 72.46 feet; thence S34°07'30"W 122.23 feet; thence N55°52'30"W 72.46 feet; thence N34°07'30"E 122.23 feet to the True Point of Beginning.

END OF PAGE

The commercial building located at the following described premises under that certain ground lease, otherwise known as the leasehold improvements and more commonly known as:

2972 South Sixth Street  
Klamath Falls, Oregon 97603

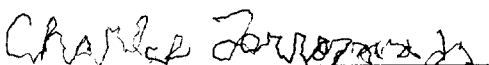
MAP NO: R-3909-003BC-01000-0A1

To Have and to Hold the same unto said Assignee and assigns from November 28, 2005 for all the rest of the term of said lease, subject to the covenants, conditions and provisions therein mentioned. The rents provided for in said lease are paid to and including November 5, 2005.

AND the Assignor hereby covenants that the interest in said lease hereby assigned is free from encumbrances except for the Secured Promissory Note dated April 1, 2003 in the original principal amount of \$ 59,214.00 entered into between Assignor and Ralph A. Crawford, Joan E. Crawford, and Beverly M. Hurley.

In construing this Assignment of Ground Lease and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the Assignor has executed this instrument on November 28, 2005; if a corporate assignor, it has caused its name to be signed and its seal to be affixed by an officer or other person duly authorized to do so by its board of directors.

  
Charles Terranova

  
Mary Lou Terranova

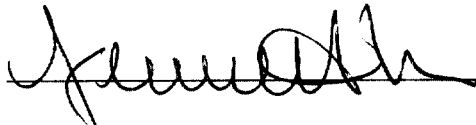
State of California )  
County of Orange )

On November 21<sup>st</sup>, 2005 before me, Jeannette Marie Knoedler, personally appeared CHARLES TERRANOVA, JR. AND MARY LOU TERRANOVA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

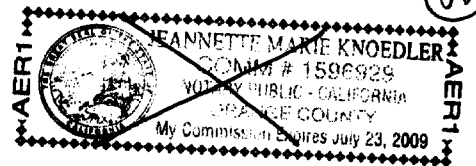
WITNESS my hand and official seal.

(Seal)

Signature



Notary Public



CAPACITY CLAIMED BY SIGNER

(X) Individual

( ) Corporate Officer(s)

Title(s)

( ) Partners

( ) Attorney-In-Fact

( ) Trustee

( ) Subscribing Witness

( ) Guardian/Conservator



SIGNER IS REPRESENTING  
Name of Person or Entity(ies)

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT

Title or Type of Document:  
Assignment of Ground Lease  
Number of Pages: 3