M06-13904

Klamath County, Oregon 07/11/2006 08:49:51 AM Pages 5 Fee: \$56.00

WHEN RECORDED MAIL TO:

Dorothy Brown
First American Title Insurance Co.
2425 E. Camelback Rd.; #300
Phoenix, AZ 85016

This Instrument was prepared by:

Jean Covington 602-263-6165 Amerco Real Estate Company 2727 North Central Ave Phoenix, AZ 85004

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property ID No. 700022

ASSIGNMENT OF LINE OF CREDIT INSTRUMENT DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF LINE OF CREDIT INSTRUMENT DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Assignment"), is made and entered into as of the day of June, 2005, by WELLS FARGO FOOTHILL, INC., a California corporation, having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, (solely in its capacity as administrative agent under the Loan Agreement (as defined below) (in such capacity, "Assignor"), in favor of MERRILL LYNCH COMMERCIAL FINANCE CORP., a Delaware corporation, having an office at 4 World Financial Center, 33rd Floor, New York, New York 10080 ("Assignee").

<u>WITNESSETH</u>

WHEREAS, that certain Loan and Security Agreement dated as of March 1, 2004 (the "Loan Agreement") was executed by AMERCO, a Nevada corporation, and certain of its subsidiaries (collectively, the "Borrower"), Lenders (as defined in the Loan Agreement, and including Assignor in its capacity as a Lender) and Wells Fargo Foothill, Inc., as the lead arranger, administrative agent, syndication agent and collateral agent, which is secured by, among other things, the Security Instrument (as defined below) on that certain real property situated in the City of Klamath Falls, County of Klamath and State of Oregon as more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

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NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

- Assignee and its successors and assigns, all of the right, title and interest of Assignor in and to that certain Line of Credit Instrument Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of March 1, 2004 from AMERCO REAL ESTATE COMPANY, a Nevada corporation, to Assignor (the "Security Instrument"), encumbering the Premises, and recorded in the County of Klamath Clerk's office in Volume MO4 at Page 23312. Furthermore, Assignor does hereby grant and delegate to Assignee and its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.
- 2. <u>Limited Representation and Warranty of Assignor</u>. In its capacity as administrative agent, the Assignor represents and warrants to Assignee that it holds the Security Instrument as administrative agent and that it has not transferred or assigned any of its interest in or to the Security Instrument. Except for the foregoing representation and warranty, this Assignment is made without any representation or warranty (whether express or implied) by Assignor, and, except with respect to the foregoing representation and warranty, neither Assignee nor its successors or assigns shall have any recourse against Assignor in connection with this Assignment.
- 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[Signatures on following page.]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date above first written.

ASSIGNOR:

WELLS FARGO FOOTHILL, INC., as administrative agent

Name: Daniel Morihira Title: Vice President

STATE OF CALIFORNIA) ss. County of Los Angles)

This instrument was acknowledged before me this 3 day of THAT, 2005 by WANTEL MONI HIRO OF OF WELLS FARGO FOOTHILL, INC., as administrative agent, on its behalf.

Notary Public for Conford

My commission expires: Sept 10, 2007

LOS ANGELES COUNTY My Comm. Expires Sept 10, 2007

EXHIBIT "A"

<u>U-Haul #700022</u> 2528 Washburn Way Klamath Falls, OR

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

PARCEL 1:

A tract of land situated in Lot 1, Block 6, Tract No. 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1;

Thence North 00 degrees 04 minutes 50 seconds East, along the Easterly line of said Lot 1, 139.56 feet;

Thence North 89 degrees 55 minutes 10 seconds West, parallel to the Southerly line of said Lot 1, 250.00 feet;

Thence South 00 degrees 04 minutes 50 seconds West, 139.56 feet to the Southerly line of said Lot 1;

Thence South 89 degrees 55 minutes 10 seconds East 250.00 feet to the POINT OF BEGINNING, with bearings based on said tract 1080-Washburn Park.

PARCEL 2:

A parcel of land situated in the Northeast corner of Lot 1, Block 6, Tract 1080, Washburn Park, said parcel being more particularly described as follows:

The Southerly 115 feet of the following described tract:

BEGINNING at the Northeast corner of said Lot 1;

Thence North 89 degrees 55 minutes 10 seconds West, along the Southerly right of way line of Crosby Avenue, 250.00 feet;

Thence South 00 degrees 04 minutes 50 seconds West, parallel with Washburn Way, 280.00 feet;

Thence South 89 degrees 55 minutes 10 seconds East, parallel with Crosby Avenue, 250.00 feet to the Westerly right of way line of Washburn Way;

Thence North 00 degrees 05 minutes 50 seconds East, along the said Westerly right of way line of Washburn Way, 280.00 feet to the POINT OF BEGINNING.

Tax Parcel Number: 531375 and 531348 and P18661