

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



# ASSIGNMENT OF TRUST DEED BY BENEFICIARY

Rogue River Mortgage LLC

P.O. Box 706

Grants Pass, Or 97528

Assignor

M. Larry Ottis, M.D. PC PSP

1396 Highland Ave.

Grants Pass, Or 97526

Assignee

After recording, return to (Name, Address, Zip):

Pacific Trust Deed Servicing Co.

P.O. Box 697

Grants Pass, Or 97528

2006-019233

Klamath County, Oregon



00004604200600192330020029

SPAC

09/25/2006 03:41:58 PM

Fee: \$26.00

REC

MTE16902MP

FOR VALUE RECEIVED, the undersigned who is the beneficiary or the beneficiary's successor in interest under that certain trust deed dated September 13, 2006, executed and delivered by Crest One LLC, An Oregon Limited Liability Company, grantor, to Pacific Trust Deed Servicing Company, Inc., an Oregon corporation, trustee, in which Rogue River Mortgage LLC is the beneficiary, recorded on 9/25/2006, in ☐ book ☐ reel ☒ volume No. 2004 on page 019232, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. \_\_\_\_\_ (indicate which) of the Records of Klamath County, Oregon and conveying real property in that county described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

hereby grants, assigns, transfers, and sets over to M. Larry Ottis, M.D., PC Profit Sharing Plan, M. Larry Ottis, M.D., trustee, hereinafter called assignee, and assignee's heirs, personal representatives, successors and assigns, all of the beneficial interest in and under the trust deed, together with the notes, moneys and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under the trust deed.

The undersigned hereby covenants to and with the assignee that the undersigned is the beneficiary or beneficiary's successor in interest under the trust deed and is the owner and holder of the beneficial interest therein and has the right to sell, transfer and assign the same, and the note or other obligation secured thereby. There is now unpaid on the obligations secured by the trust deed the sum of not less than \$ 120,000.00 with interest thereon at the rate of 11% percent per annum from (date) September 2006.

In construing this instrument, and whenever the context so requires, the singular includes the plural.

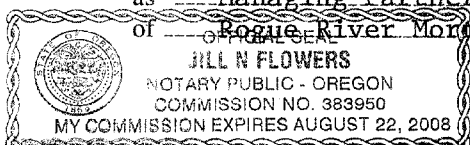
IN WITNESS WHEREOF, the undersigned has hereunto executed this document. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

DATED

September 13, 2006Anthony L. CostantinoAnthony L. Costantino,  
Managing PartnerSTATE OF OREGON, County of Josephine ss.

This instrument was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_,

This instrument was acknowledged before me on September 14, 2006,by Anthony L. Costantinoas Managing Partnerof Rogue River Mortgage LLC

Notary Public for Oregon

My commission expires 8/22/08

2006

## Exhibit "A"

Interest rate, payment terms or balance on the loan may be indexed, adjusted, renewed, or renegotiated with all parties written consent. Subject trust deed will also allow for future advances and additional Loan Funds by written modification.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor, and whether or not the instrument of conveyance, transfer or assignment be recorded, and whether or not grantor gives written notice thereof, all indebtedness secured hereby shall forthwith, without notice become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

### LEGAL DESCRIPTION:

#### PARCEL 1

Parcel 2 of Land Partition 34-98, said Land Partition being a partition of Lot 16, Block 8, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH an easement for access and utilities over and across a Southerly portion of Parcel 2 and the Northerly portion of Parcel 3 of Land Partition 73-05 as delineated on the face of said Partition.

Tax Account No: 3909-010AC-00601-000

Key No: 885447

#### PARCEL 2

Parcel 1 of Land Partition 73-05, said Land Partition being a replat of Parcel 1 and Parcel 3 of Land Partition 34-98, situated in the SW1/4 NE1/4 of Section 10, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for access and utilities over and across a Southerly portion of Parcel 2 and the Northerly portion of Parcel 3 of Land Partition 73-05 as delineated on the face of said Partition.

Tax Account No: 3909-010AC-00600-000

Key No: 541701

#### PARCEL 3

Parcel 2 of Land Partition 73-05, said Land Partition being a replat of Parcel 1 and Parcel 3 of Land Partition 34-98, situated in the SW1/4 NE1/4 of Section 10, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for access and utilities over and across a Northerly portion of Parcel 3 of Land Partition 73-05, as delineated on the face of said Land Partition.

Tax Account No: 3909-010AC-00603-000

Key No: 892593

Lender agrees to release any Lot for a \$45,000.00 principal reduction providing all monthly payments and property taxes are current at time of release.