

2006-020355

Klamath County, Oregon

RECORDATION REQUESTED BY:

Umpqua Bank
Bend Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470



00005913200600203550020020

10/10/2006 03:49:59 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:

Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Cascade Capital Partners, Inc.
63227 SERVICE RD
BEND, OR 97701-8681

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

1st-881727

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST dated October 2, 2006, is made and executed between Cascade Capital Partners, Inc. (referred to below as "Assignor") and Umpqua Bank, whose address is C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below as "Assignee").

DEED OF TRUST. Aspen Tree Homes & Don Loyd, Managing Member, the Grantor, executed and granted to West Coast Title & Escrow Company, as Trustee, for the benefit of Cascade Capital Partners, Inc., the Beneficiary, the following described Deed of Trust dated October 6, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Unrecorded as of this date. 2006-20354

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Parcel 1: Lot 15,17,19,20,21,22,23,24,25,26,27,28,30,31,32,37 and 41 TRACT 1432- QUAIL POINT ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The Real Property or its address is commonly known as 700,701,711,801,821 Quail Point, Dr; 812,825,835,845 Lake Ridge Dr., 600,605,615 Wildland Dr; 750,760,761,770 Hogue Dr; 623 Brandon Ln, Klamath Falls, OR 97601. The Real Property tax identification number is R891979(3809-30BA-7600); R891956(3809-30BA-5300); R891957(3809-30BA-5400); R891959 (3809-30BA-5600); R891961(3809-30BA-5800); R891997(3809-30BA-9500); R891980 (3809-30BA-7700); R891980(3890-30BA-7700); R891981(3809-30BA-7800); R891981 (3809-30BA-7800); R891982(3809-30BA-7900); R891998(3809-30BA-9600); R892000 (3809-30BA-9800); R891999(3809-30BA-9700); R891990(3809-30BA-8700); R891989 (3809-30BA-8600); R891995(3809-30BA-9200); R891988(3809-30BA-8500); R891988 (3809-30BA-8500); R892177(3809-30BA-9300); R891992(3809-30BA-8900).

ASSIGNMENT OF DEED OF TRUST. For valuable consideration, represented in the Note dated October 2, 2006, in the original principal amount of \$2,000,000.00, from Assignor to Assignee, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

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ASSIGNMENT OF DEED OF TRUST
(Continued)

Loan No: 26010115

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ASSIGNOR:

CASCADE CAPITAL PARTNERS, INC.

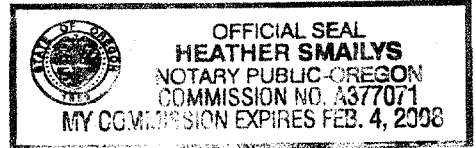
By: James M. Cole, President of Cascade Capital Partners, Inc.

By: Kenton N. Powell, Vice President of Cascade Capital Partners, Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF DESCHUTES

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On this 6 day of October, 20 06, before me, the undersigned Notary Public, personally appeared James M. Cole, President of Cascade Capital Partners, Inc., and known to me to be an authorized agent of the corporation that executed the Assignment of Deed of Trust and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

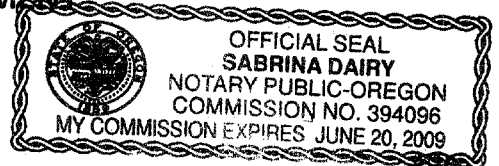
By Heather Smailys
Notary Public in and for the State of OREGON

Residing at First American Title
My commission expires Feb. 4, 2008

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Deschutes

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On this 9th day of October, 20 06, before me, the undersigned Notary Public, personally appeared Kenton N. Powell, Vice President of Cascade Capital Partners, Inc., and known to me to be an authorized agent of the corporation that executed the Assignment of Deed of Trust and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By Sabrina Dairy
Notary Public in and for the State of Oregon

Residing at Bend, OR
My commission expires 06/20/2009