

2008-011507

Klamath County, Oregon

RECORDATION REQUESTED BY:

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



00051478200800115070030033

08/13/2008 11:27:40 AM

Fee: \$31.00

WHEN RECORDED MAIL TO:

Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Cascade Capital Partners, Inc.
550 NW Franklin Ave Ste 308
Bend, OR 97701-2820

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST dated October 12, 2007, 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. Eddie L. Wilcher, the Grantor, executed and granted to West Coast Title & Escrow, as Trustee, for the benefit of Cascade Capital Partners, Inc., the Beneficiary, the following described Deed of Trust dated October 12, 2007 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows: in 2007-17752, records of Klamath County, Oregon.

Trust deed not yet recorded.

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

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Real Property or its address is commonly known as Hwy 97, Hwy 140, Hwy 66, Klamath Falls, OR 97603. The Real Property tax identification number is R580614, R-3809-029BC-04200, R212031.

ASSIGNMENT OF DEED OF TRUST. For valuable consideration, represented in the Note dated October 12, 2007, in the original principal amount of \$4,000,000.00, 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.

NOTE. The word "Note" means Note dated July 10, 2007, in the original principal amount of \$4,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

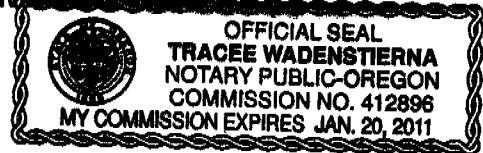
F31

ASSIGNOR:

CASCADE CAPITAL PARTNERS, INC.

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

CORPORATE ACKNOWLEDGMENT

STATE OF OregonCOUNTY OF Deschutes)
) SS
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On this 12 day of October, 20 07, 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 [Signature]Residing at Bend, ORNotary Public in and for the State of OregonMy commission expires 1/20/11

Exhibit "A"

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

PARCEL 1:

THAT PART OF THE SOUTH 10 ACRES OF THE NW 1/4 NE 1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING WESTERLY OF THE WESTERLY LINE OF THE KLAMATH FALLS-WEED HIGHWAY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION, AS EVIDENCED BY WARRANTY DEED, RECORDED MARCH 10, 1992 IN VOLUME M92 PAGE 5035, DEED RECORDS OF KLAMATH COUNTY, OREGON.

PARCEL 2:

LOTS 7, 8 AND 9 BLOCK 66, BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, TOGETHER WITH THAT PORTION OF VACATED MODOC STREET WHICH INURES THERETO BY ORDINANCE NO. 01-07 AND RECORDED JULY 6, 2001 IN VOLUME M01 PAGE 32808, RECORDS OF KLAMATH COUNTY, OREGON.

Tax Parcel Number: R580614, R212031