

2009-000364

Klamath County, Oregon



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01/13/2009 10:41:10 AM

Fee: \$26.00

RECORDING REQUESTED BY

Wells Fargo Foothill, Inc., As Agent

AND WHEN RECORDED MAIL TO:

Budget Finance Company, Servicer
for Budget Capital Corporation Loan 37174
P.O. Box 64459
Los Angeles, CA 90064

Space above Line for Recorder's Use Only

**COLLATERAL ASSIGNMENT
OF MORTGAGE AND LOAN DOCUMENTS**

This BLANKET COLLATERAL ASSIGNMENT OF MORTGAGES AND LOAN DOCUMENTS ("Assignment") is made as of January 07, 2009 by Budget Capital Corporation, a California corporation ("Assignor"), with an address of 1849 Sawtelle Blvd., Suite 700, Los Angeles, CA 90025, in favor of Wells Fargo Foothill, Inc., a California corporation, as Agent ("Assignee"), with an address at 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, Attention: Loan Portfolio Manager-Budget Capital Corporation, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described below) all of Assignor's right, title, and interest in and to those certain Deeds of Trust recorded in Klamath County, state of Oregon, (hereinafter called the "Mortgages") recorded on December 08, 2006 as document No. 2006-024361, executed by Neumann and Bennetts, Inc. and covering certain real properties located in such county and state (the "Real Properties"), as further described as follows: 419 Broad St., Klamath Falls, OR 97601.

TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the liens of the foregoing lien instruments, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgages and the foregoing lien instruments and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. This Assignment is being delivered pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of January 14, 2005, as amended, restated, supplemented, or otherwise modified from time to time, among Assignor, the lenders from time to time parties thereto, and Assignee, as agent.

5. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the

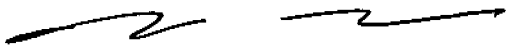
application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Properties are located.

7. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

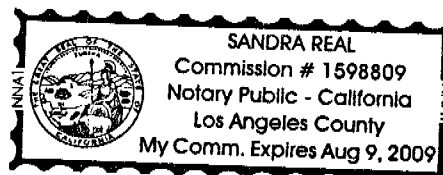
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

BUDGET CAPITAL CORPORATION, a California corporation


By: _____
Name: Noah Furie
Title: Executive Vice President

STATE OF CALIFORNIA ss, County of Los Angeles:

On January 07, 2009, before me, Sandra Real, a notary public, personally appeared Noah Furie, who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.