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Klamath County, Oregon



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Fee: \$52.00

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Alston, Courtnage & Bassetti LLP  
1420 Fifth Avenue, Suite 3650  
Seattle, WA 98101-4011  
Attn: J. Parker Mason

**ASSIGNOR'S NAME AND ADDRESS:**

Fairway Fund V, LLC  
6650 SW Redwood Lane, Suite 290  
Portland, OR 97224

Space Above Line For Recorder's Use Only

**COLLATERAL ASSIGNMENT  
OF DEED OF TRUST AND LOAN DOCUMENTS**

This COLLATERAL ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS (this "**Assignment**") is made as of August 16, 2012 by **FAIRWAY FUND V, LLC**, an Oregon limited liability company ("**Assignor**"), with an address at 6650 SW Redwood Lane, Suite 290, Portland, Oregon 97224, Attention: Matthew W. Burk, in favor of **INTERAMERICAN INVESTMENTS INC.**, a British Columbia, Canada corporation ("**Assignee**"), with an address at c/o MB2 Management LLC, 12819 SE 38th Street, #314, Bellevue, Washington 98006, 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 that certain Line of Credit Commercial Deed of Trust and Assignment of Rents dated December 28, 2010, executed by KHOURY DEVELOPMENT, LLC, an Oregon limited liability company and recorded on December 30, 2010, in the Official Records of Klamath County, State of Oregon, as Document No. 2010-014738 thereof (hereinafter called the "**Trust Deed**"), describing certain real property therein (the "**Real Property**") on Exhibit "A", attached hereto, 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 lien of the foregoing lien instrument, (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.

AMERITITLE has recorded this  
instrument by request as an accomodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

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2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Trust Deed and the foregoing lien instrument 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 Loan and Security Agreement, dated as of August 16 2012, as amended, restated, supplemented or otherwise modified from time to time, among Assignor, Fairway America, LLC, as servicer, and Assignee.

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 Property is 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.

**FAIRWAY FUND V, LLC**, an Oregon limited liability company

By: Fairway America, LLC, an Oregon limited liability company, Manager

By: Skylands Investment Corporation, an Oregon corporation, Manager

By: Matthew W. Burk  
Matthew W. Burk, President

STATE OF OREGON

COUNTY OF WASHINGTON

)  
) ss.  
)

This instrument was acknowledged before me on this 10 day of August, 2012, by Matthew W. Burk, as President of Skylands Investment Corporation, an Oregon corporation, Manager of Fairway America, LLC, an Oregon limited liability company, Manager of Fairway Fund V, LLC, an Oregon limited liability company.



Angela Henderson Burk  
Notary Public for Oregon  
My Commission Expires: 5-17-15

Exhibit "A"

PARCEL 1:

THE WESTERLY 300 FEET OF THE NORTHERLY 135 FEET OF LOT 2, BLOCK 3, TRACT 1080, WASHBUR PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 2:

A PARCEL OF LAND SITUATED IN LOT 2 OF BLOCK 3, TRACT 1080-WASHBURN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" INCH PIPE ON THE WEST LINE OF SAID LOT 2, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 2 BEARS NORTH 00° 30' 30" EAST 314.74 FEET; THENCE NORTH 00° 03' 30" EAST ALONG SAID WEST LINE 112.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 56' 30" EAST, 400.00 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 00° 03' 30" EAST ALONG THE EAST LINE OF LOT 2, 202.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89° 56' 30" WEST ALONG THE NORTH LINE OF LOT 2, 400.00 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 00° 03' 30" WEST ALONG THE WEST LINE OF LOT 2, 202.24 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE WESTERLY 300 FEET OF THE NORTHERLY 135 FEET THEREOF, WITH BEARINGS BASED ON MINOR PARTITION NO. 83-82, AS FILED IN THE KLAMATH COUNTY ENGINEER'S OFFICE.

TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT FOR DRAINAGE AND INSTALLATION OF UTILITIES ALONG AND UPON A 10-FOOT STRIP OF LAND MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY AND NORTHERLY LINES OF SAID LOT 2, SAID LINES BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00° 03' 30" WEST 314.74 FEET FROM THE NE CORNER OF SAID LOT 2; THENCE SOUTH 00° 03' 30" WEST 285.00 FEET, THENCE SOUTH 89° 56' 30" EAST 84.91 FEET.

Tax Parcel Number: R526023 and R526032