2013-011655

Klamath County, Oregon

10/15/2013 12:27:03 PM Fee: \$52.00

WHEN RECORDED MAIL TO:

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

REASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee without recourse, representation or warranty, all of Assignor's rights, 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, with an address at 3400 Portland Road NE, Salem, OR 97301 and recorded on December 30, 2010, as Document Number 2010-014738 in the Official Records of Klamath County, Oregon (hereinafter, the "Deed of Trust"), describing certain real property therein (the "Real Property") as:

See Exhibit "A"

TOGETHER, with the note or notes and the other documents, instruments, and agreements therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust and all related loan documents.

- 2. 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.
- 3. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or enforceable 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.
- 4. This Assignment shall be interpreted, construed, and enforced according to the laws of the state in which the Real Property is located.
- 5. 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, or termination is sought.

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

> INTERAMERICAN INVESTMENTS INC., a British Columbia, Canada corporation

STATE OF WASHINGTON)

County of Walcon

On this 20th day of Jeff 13 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Harvey Richman, known to be the President of Interamerican Investments Inc., a British Columbia, Canada corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC for the State of Washington

My Commission Expires: 11/16/2014

Exhibit "A"

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

PARCEL 1:

THE WESTERLY 300 FEET OF THE NORTHERLY 135 FEET OF LOT 2, 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.

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