

6638
1 KNOW ALL MEN BY THESE PRESENTS, That JAMES R. GUERIN and THELMA A. GUERIN,
2 husband and wife, hereinafter referred to as Assignors, in consideration of Ten
3 Dollars and other good and valuable considerations to them in hand paid by
4 JOSEPH GOOTT, hereinafter referred to as Assignee, do by these presents sell,
5 transfer and assign unto Assignee all of their right, title and interest in and
6 to that certain Agreement of Sale dated March 1, 1962, wherein W. A. Bray and
7 Ruby E. Bray, husband and wife, dba DeLuxe Motel, agreed to sell and R. L.
8 Clower and Maude Irene Clower, husband and wife, agreed to buy the following
9 real and personal property situate in Klamath County, Oregon, to-wit:

10 Beginning at an iron pin on the Southerly right of way line of the Weed-
11 Klamath Falls Highway, which lies N. 0°43' W. along the West Section line a dis-
12 tance of 629 feet and N. 44°50½' E. along the said Southerly right of way line
13 a distance of 438 feet and N. 45°09½' W. a distance of 20 feet, and N. 44°50½'
14 E. a distance of 50 feet from the iron pin which marks the quarter corner common
15 to Sections 7 and 8, Township 39 S., R. 9 E.W.M., in Klamath County, Oregon, and
16 running thence; Continuing N. 44°50½' E. along said Highway line a distance of
17 160.5 feet to an iron pin which marks the point of curvature of a 2°57' curve to
18 the left; thence following the arc of a 2°57' curve to the left a distance of
19 39.5 feet to an iron pin (the long chord of this curve bears N. 44°15½' E. a
20 distance of 39.5 feet); thence S. 46°19½' E. along a radial line a distance of
21 320 feet to an iron pin; thence following the arc of a 2°32' curve to the right
22 (the long chord of this curve bears S. 44°15½' W. a distance of 45.95 feet) a
23 distance of 45.95 feet to an iron pin; thence S. 44°50½' W. tangent to the curve
24 a distance of 60½ feet to an iron pin; thence S. 44°50½' W. a distance of 100
25 feet to a point; thence N. 45°09½' W. a distance of 320 feet, more or less, to
26 the point of beginning, said tract being in the W½ of NW¼ of Section 8, Township
27 39 South, Range 9 East of the Willamette Meridian.

28 Also, beginning at an iron pin which lies N. 0°43' W. along the West Section
29 line a distance of 629 feet and N. 44°50½' E. along the Southerly right of way
30 line of the Weed-Klamath Falls Highway a distance of 438 feet and N. 45°09½' W.
31 along the right of way line a distance of 20 feet and N. 44°50½' E. along the
32 right of way line a distance of 210.5 feet and thence S. 45°09½' E. a distance
of 320 feet from the iron pin which marks the quarter corner common to Sections
7 and 8, Township 39 S., R. 9 E.W.M., and running thence; Continuing S. 45°09½'
E. 300 feet to a point; thence S. 44°50½' W. 160.5 feet to a point; thence N.
45°09½' W. 300 feet to a point; thence N. 44°50½' E. 160.5 feet to the point of
beginning.

25 TOGETHER WITH all of the equipment, furnishings and fixtures now used by
26 said Brays in the operation of that certain motel business known as DeLuxe Motel
27 at 2933 Greensprings Drive, Klamath Falls, Oregon, which said equipment, furni-
28 shings and fixtures are more particularly described in "Exhibit A" attached
29 hereto and by this reference made a part hereof as though the same were
30 expressly rewritten herein.

31 ALSO TOGETHER WITH the assumed business name "DeLuxe Motel";
32 which said Agreement of Sale was thereafter on April 21, 1964, assigned by said
R. L. Clower and Maude Irene Clower, his wife, to Assignors herein and which
said contract together with deed and bill of sale is escrowed at First Federal

GANUNG, GANONG,
& TORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Assignment - Page 1.

19 - 25th St. North
Great Falls, Montana

"EXHIBIT A"

5184

List of equipment, furnishings and fixtures now used in the operation of that certain Motel business known as DeLuxe Motel at 2933 Greensprings Drive, Klamath Falls, Klamath County, Oregon.

Mgr. Apt.

#9

1 Davenport & Chair to Match; 1 Platform Rocker; 1 Counter Lamp; 1 Bed, complete; 1 Vanity; 1 Chest of Drawers; 1 Wardrobe; 1 Night Stand; 1 Bathroom Linen Chest; 1 Table; 3 Chairs; 1 Gas Range; 1 Magazine Rack; 1 Large Refrigerator.

1 Bed, complete; 1 Vanity; 1 Luggage Rack; 1 Glass Tray; 1 TV Set; 2 Easy Chairs; 1 Bath Stool; 2 Waste Baskets; 1 Floor Lamp; 1 Ash Tray Stand.

#10

#2

2 Double beds, complete; 2 Easy Chairs; 2 Straight Chairs; 1 Vanity; 2 Wall Mirrors; 1 Luggage Rack; 1 Bath Stool; 1 Waste Basket; 1 Floor Lamp.

2 Double beds, complete; 2 Easy Chairs; 1 TV Set; 1 Coin Radio; 1 Floor Lamp; 1 Table Lamp; 1 Glass Tray; 1 Bath Stool; 2 Waste Baskets; 1 Vanity; 1 Wall Mirror.

#3

#11

2 Double beds, complete; 1 TV Set; 1 Coin Radio; 2 Easy Chairs; 1 Straight Chair; 1 Vanity; 1 Wall Mirror; 1 Bath Stool; 2 Waste Baskets; 1 Luggage Rack; 1 Floor Lamp.

2 Double beds, complete; 1 Rollaway Bed, complete; 2 Vanities; 3 Easy Chairs; 1 Straight Chair; 1 TV Set; 1 Coin Radio; 1 Floor Lamp; 1 Table Lamp; 1 Glass Tray; 1 Bath Stool; 3 Waste Baskets; 5 Throw Rugs; 1 Wall Mirror; 1 Dining Table & 4 Chairs; 1 Comb. Stove and Refrigerator; 1 Gas Range; Utensils; 1 Luggage Rack.

#4

2 Double Beds, complete; 1 TV Set, 1 Coin Radio; 2 Easy Chairs; 1 Luggage Rack; 1 Bath Stool; 2 Waste Baskets; 1 Glass Tray; 2 Wall Mirrors; 2 Throw Rugs; 1 Floor Lamp; 1 Straight Chair.

#12

#5

1 Vanity; 1 Double bed, complete, 2 Easy Chairs; 1 Coin Radio; 1 Bath Stool; 1 Floor Lamp; 2 Waste Baskets; 1 Glass Tray.

1 Bed, complete; 2 Easy Chairs; 1 TV Set; 1 Coin Radio; Floor Lamp; 1 Bath Stool; 2 Waste Baskets; 1 Glass Tray; 1 Luggage Rack;

#6

#14

2 Double beds, complete; 1 Vanity; 2 Easy Chairs; 1 Floor Lamp; 1 TV Set; 1 Coin Radio; 1 Table Lamp; 1 Glass Tray; 3 Throw Rugs; 1 Bath Stool; 2 Waste Baskets.

1 Bed, complete; 2 Easy Chairs; 1 TV Set; 1 Coin Radio; 1 Vanity; 1 Floor Lamp; 1 Luggage Rack; 1 Bath Stool; 1 Waste Basket; 1 Wall Mirror; 1 Glass Tray.

#7

#15

1 Double bed, complete; 1 Vanity; 2 Easy Chairs; 1 Wall Mirror; 1 Floor Lamp; 1 Coin Radio; 1 Glass Tray; 1 Bath Stool; 2 Waste Baskets; 3 Throw Rugs; 1 Ash Tray Stand.

2 Double beds, complete; 1 Vanity; 1 Floor Lamp; 2 Straight Chairs; 2 Easy Chairs; 1 Glass Tray; 1 TV Set; 1 Coin Radio; 4 Throw Rugs; 1 Bath Stool; 1 Waste Basket; 1 Wall Mirror; 1 Luggage Rack

#8

2 Twin beds, complete; 1 Vanity; 1 TV Set; 1 Coin Radio; 2 Easy Chairs; 1 Floor Lamp; 1 Table Lamp; 1 Wall Mirror; 1 Luggage Rack; 1 Bath Stool; 2 Waste Baskets; 1 Glass Tray.

37

GANDONG, GANDONG,
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ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

19 - 35th St. North
Great Falls, Montana

5195

- 1 #16
- 2 1 Combination Range & Refrigerator;
- 3 1 Dining Table & 2 Chairs; Utensils;
- 4 1 Luggage Rack; 1 Bath Stool; 1 Waste
- 5 Basket; 1 Vanity; 2 Easy Chairs; 1 TV
- 6 Set; 1 Coin Radio; 1 Floor Lamp; 3
- 7 Throw Rugs; 1 Double bed, complete; 1
- 8 Glass Tray; 1 Wall Mirror.
- 9 Misc. Extras
- 10 1 Crib; 2 Rollaways, complete; 2 Card
- 11 Tables; 1 Maid's Cart & Accessories; 1
- 12 Vacuum Cleaner; 1 Hot Plate; 150 foot
- 13 Hose; 1 Power Mower; 2 Snow Shovels;
- 14 1 Regular Shovel; 1 Push Broom; 1
- 15 Electric Heater; 2 Coin Radios; 10
- 16 Extra Blankets; 3 Extra Pillows; 8
- 17 Extra Bed Pads; 17 Extra Spreads; 27
- 18 Throw Rugs; 1 Plumbers Friend; 1
- 19 Plumbers Snake, 20 ft.; 1 Garden Rake;
- 20 1 New Automatic Washer; 1 New Automatic
- 21 Dryer;
- 22 7 Tea Towels; 110 Extra Sheets; 61 Extra
- 23 Bath Towels; 60 Extra Shower Curtains;
- 24 46 Extra Bath Mats; 42 Extra Hand Towels;
- 25 1 Step Ladder;
- 26 97 Extra Pillow Cases; 82 Wash Cloths;
- 27 7 doz. bath towels; 6 doz. face towels;
- 28 15 doz. wash cloths; 1 doz. sheets;
- 29 2300 drinking cups;
- 30 Cleaning Fluids, soap, tissue, etc.
- 31 1 Farmall Tractor (Bear Cub)
- 32 1 Victor Adding Machine, 8 key.

Exhibit A --- Page 2.

GANONG, GANONG,
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

19 - 35th St. North
Great Falls, Montana

38

1 Savings and Loan Association of Klamath Falls.

5186

2 And Assignors further, in consideration of the foregoing, convey to Assignee
3 all of their right, title and interest in the above described parcel of real
4 property and the personal property, subject to the terms of said contract.

5 PROVIDED, HOWEVER, it is understood and agreed that this assignment is exe-
6 cuted as security for the payment of a promissory note of which the following
7 is a substantial copy:
8

\$ 11,700.00	Klamath Falls, Oregon	May 6, 1966
Each of the undersigned promises to pay to the order of Joseph Coggett, First Federal Savings & Loan Association of Klamath Falls, at Klamath Falls, Oregon		
- - - Eleven Thousand Seven Hundred and 00/100 - - - DOLLARS,		
with interest thereon at the rate of six percent per annum from May 5, 1966 until paid, payable		
in monthly installments of not less than \$ 200.00 in any one payment; interest shall be paid		
monthly and the minimum the minimum payments above required; the first payment to be made		
on the 1st day of June, 1966, and a like payment on the 1st day of		
each month thereafter, until the whole sum, principal and interest has been paid; if any of said install-		
ments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the		
option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the under-		
signed promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed		
hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any ap-		
peal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the		
holder's reasonable attorney's fees in the appellate court.		
Due	, 19	s/ James R. Guerin
At		s/ Thelma A. Guerin
* Strike words not applicable. No.		

FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SC

STEVENS-NESS LAW PUB CO. PORTLAND

20
21
22 and this assignment shall be void if said promissory note is fully paid in
23 accordance with the terms thereof. But it is expressly understood and agreed
24 that this assignment shall not be deemed as partial or full payment by Assignors
25 of said note, but only as security for said payment.

26 TO HAVE AND TO HOLD the same unto Assignee.

27 Dated May 6, 1966.

28 James R. Guerin (SEAL)
29 Thelma A. Guerin (SEAL)

30 STATE OF OREGON)
County of Klamath) SS May 7, 1966
31 Personally appeared the above named James R. Guerin and Thelma A. Guerin,
husband and wife, and acknowledged the foregoing instrument to be their voluntary
32 act and deed.
Before me:

Alvin M. Alvine 39
Notary Public for Oregon
My Commission Expires: 11-14-66

JANDON, JANDON,
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Assignment - Page 2.

19 - 35th St North
Great Falls, Montana

46 5197

STATE OF OREGON, COUNTY OF KLAMATH; ss:

Filed for record at request of First Federal Savings & Loan
this 13 day of May 1966 at 4:30 o'clock P.M., and
duly recorded in Vol. M-66, of Deeds on Page 5193

Fee \$7.50

DOROTHY ROBERTS, County Clerk
By *Jane Roberts*