

ASSIGNMENT

VOL. 118 PAGE 4533

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KNOW ALL MEN BY THESE PRESENTS, That JOSEPH A. SCHULER and MARGARET S. SCHULER, husband and wife, hereinafter called Assignors, for a true and actual consideration of Ten Thousand and no/100 Dollars (\$10,000.00), together with interest at the rate of six (6) per cent per annum from the date hereof, do by these presents sell, transfer and assign to D. C. MUMBY, hereinafter called Assignee, all of their right, title and interest in and to that certain contract of purchase and sale dated March 28, 1963, wherein CHARLES EDGAR THOMPSON and EMMA ROSE THOMPSON agreed to sell and Assignors agreed to buy the following described parcel of real property situate in Klamath County, Oregon, to-wit:

A rectangular portion of the NE 1/4 of the SW 1/4 of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Commencing at a point where the north-south center line of said Section 17 intersects the northeasterly line of the highway right of way of Oregon State Highway 58; thence along said northeasterly line of said right of way in a generally northwesterly direction a distance of 650 feet to a point which is the true point of beginning; thence at right angles to said highway right of way and in a generally northeasterly direction 250 feet to a point; thence at right angles to said last course and in a generally northwesterly direction a distance of 300 feet to a point; thence at right angles to said last course and in a generally southwesterly direction a distance of 250 feet, more or less, to the said northeasterly right of way line of said Oregon State Highway 58; thence along said northeasterly line of said right of way in a generally southeasterly direction a distance of 300 feet, more or less, to the point of beginning.

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

PROVIDED HOWEVER, it is understood and agreed that this assignment is executed as security for the payment of a promissory note of which the following is a substantial copy.



\$ 10,000.00 Crescent Lake, Oregon May 19 68  
 Each of the undersigned promises to pay to the order of D. C. Mumby  
 at 2002 Blosson Street, Dos Palos, California  
 Ten Thousand and no/100 DOLLARS,  
 with interest thereon at the rate of 6 percent per annum from date until paid, payable  
 in twenty installments of not less than \$500.00 in any one payment; interest shall be paid  
 annually and \*in addition to the minimum payments above required; the first payment to be made  
 on the first day of June, 19 69, and a like payment on the first day of  
 June 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 June 1, 19 69 /s/ Joseph A. Schuler  
 At Dos Palos, California /s/ Margaret S. Schuler  
 \* Strike words not applicable. No.

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

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

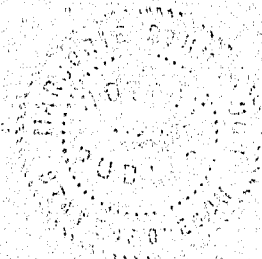
TO HAVE AND TO HOLD the same unto said Assignee.

DATED this 17 day of May, 1968.

*Joseph A. Schuler*  
 Assignor  
*Margaret Schuler*  
 Assignor

STATE OF OREGON )  
 ) ss.  
 County of Klamath )

Personally appeared before me this 17 day of May, 1968, JOSEPH A.  
 SCHULER and MARGARET S. SCHULER, husband and wife, who are known to me to be the  
 individuals described in the within instrument and acknowledged the foregoing  
 to be their voluntary act and deed.



*Mary Jo Stumbaugh*  
 Notary Public for Oregon  
 My Commission Expires: MAY COMMISSION EXPIRES 1-31-70

45



4555  
VOL. 108 PAGE 1

STATE OF OREGON; COUNTY OF CLATSOP; ss.  
Filed for record at request of Bowin & Bowin, Attys.  
this 20 day of May A.D. 1968 at 2:50 o'clock P.M., and  
duly recorded in Vol. 108, of Montages on Page 4533  
DOROTHY ROGERS, County Clerk  
By Keith L. Larkin

46  
Ret: Bowin & Bowin, Attys  
210 Bowin Bldg  
City