

23890

VOL. 168 PAGE 5496

KNOW ALL MEN BY THESE PRESENTS, That ANGELINE I. MILANI, a single woman, Assignor, in consideration of Ten Dollars and other good and valuable considerations to her paid by the United States National Bank of Oregon, Assignee, does by these presents sell, transfer and assign unto Assignee all of Assignor's interest in and to that certain Agreement of Sale dated October 30, 1964, wherein Assignor agreed to sell and B. M. Antle and Mary J. Antle, husband and wife, agreed to purchase the following described parcel of real property situate in Klamath County, Oregon, to-wit:

The SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, Twp. 39 S., R. 9 E.W.M., Klamath County, Oregon, excepting therefrom that portion conveyed to the United States of America by deed dated May 24, 1932, and recorded June 24, 1932, in Vol. 97 at page 489 of Klamath County, Oregon Deed Records;

which said contract with deed is escrowed at United States National Bank of Oregon, Klamath Falls Branch.

And Assignor further, in consideration of the foregoing, conveys to Assignee all of her right, title and interest in the above described parcel of real property, subject to the terms and provisions of said contract.

PROVIDED, HOWEVER, it is understood and agreed that this agreement is executed as collateral security for the payment of a promissory note dated 19th day of March, 1965, in the principal amount of \$13,000.00, together with interest thereon at the rate of 6% per annum executed by Assignor as Maker to Assignee as Payee, which said note provides for future advances; and this assignment shall be void if said promissory note is fully paid in accordance with the terms thereof, but until such time as the said note is paid in full, Assignee shall be deemed to be the sole owner of said agreement of sale and the property covered thereby and shall be free to collect all of assignor's share of the proceeds therefrom, and assignee may sell, assign or otherwise dispose of said agreement and/or said property and any interest therein; and may foreclose said agreement for breach thereof or accept a deed to said property from said purchaser in lieu of foreclosure and apply all net proceeds and property so received upon said note after first deducting therefrom all of assignee's expenses incurred in connection therewith, and assignor agrees to pay any deficiency then remaining. It is further expressly understood and agreed that this

assignment shall not be deemed as partial or full payment by assignor of said
note but only as security for such payment. 5497

TO HAVE AND TO HOLD the same unto assignee.

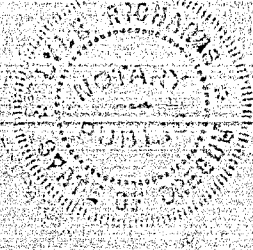
Dated June 20, 1968.

Angeline I. Milani (SEAL)

STATE OF OREGON)
County of Klamath) SS

BE IT REMEMBERED, that on this 20th day of June, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Angeline I. Milani, a single woman, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Angeline I. Milani
Notary Public for Oregon
My Commission Expires: 3-20-70

STATE OF OREGON,)
County of Klamath) SS

Filed for record at request of

U.S. Nat Bank
on this 20 day of June A. D. 19 68
at 11:00 o'clock AM and duly
recorded in Vol. 768 of Deeds
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DOROTHY ROGERS, County Clerk
By Laurie M. Brantson Deputy

Fee 3.00

Assignment - Page 2.

Ret. U.S. Nat Bank
Box 789
attn City
Lyle Richards

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