

7-17 28-395

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3184

VOL. 177 PAGE

ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS, that Melvin Vanderhoff and Alphild Vanderhoff, husband and wife, in consideration of TEN DOLLARS and other good and valuable considerations to them paid by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, a Federal Corporation, Assignee, do by these presents sell, transfer, and assign unto Assignee, all of Assignors' right, title and interest in and to that certain Agreement of sale dated May 23, 1969 wherein Melvin Vanderhoff and Alphild Vanderhoff, husband and wife, agreed to sell and Donald J. Wright and Bonnie J. Wright, husband and wife, agreed to buy the following described parcel of real property situate in Klamath County, Oregon, to wit:

A tract of land described as follows: Beginning at a point on the Westerly right of way line of the New Dalles-California Highway which lies South 89°49' East along the East-West center line of Section 7, Township 38 South, Range 9, E. W. M., a distance of 799 feet and South 11°36' East along the Westerly right of way line of the above mentioned Highway, a distance of 506.29 feet from the quarter section corner common to said Section 7, and Section 12, Township 38 South, Range 9 E.W.M.; and running thence South 78°24' West at right angles to the Westerly right of way line of said Highway a distance of 460.0 feet to a point; thence South 0°06' East a distance of 300 feet to a point; thence South 89°43' East a distance of 320.5 feet to a point; thence South 48°36' East a distance of 112.7 feet to a point; thence South 32°36' East a distance of 107.1 feet to a point; thence North 78°24' East a distance of 100 feet to a point on the Westerly right of way line of above mentioned Highway; thence North 11°36' West along the Westerly right of way line of said Highway a distance of 550 feet, more or less, to the point of beginning, being in the NW 1/4 of the SW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

EXCEPT, That parcel of land conveyed to Donald Vanderhoff and Betty June Vanderhoff by deed dated March 12, 1954 and recorded April 12, 1954 in Volume 266, page 331, Deed Records of Klamath County, Oregon. ALSO EXCEPT, that parcel of land conveyed to Albert W. Schmeck and Vada H. Schmeck, husband and wife, and Arthur Andrew Rickbeil and Annie H. Rickbeil, also known as Helen Annie Rickbeil by deed dated March 12, 1954 and recorded April 14, 1954 in volume 266 at page 376, deed Records of Klamath County, Oregon.

which said contract with deed is escrowed at First Federal Savings and Loan Association of Klamath Falls, at Klamath Falls, Oregon.

And Assignors further, in consideration of the foregoing, convey unto Assignee all of their right, title and interest in and to said property subject to the terms and provisions of said agreement.

28-390

WARRANTY DEED TO CRE

PROVIDED, HOWEVER, executed as collateral which the following

\$50,000.00

I (or if more than one make SAVINGS AND LOAN

FIFTY THOUSAND A

with interest thereon at the rate of 7% monthly installments of not less than \$10.00 and a like payment on the 19th of each month. Interest has been paid; if any of said installments is not paid, the holder of this note, if this amount of such reasonable attorney's fees is tried, heard or decided. * Strike words not applicable.

FORM No. 217—INSTALLMENT NOTE.

And this assignment shall be in accordance with the terms of the deed paid in full, Assignee shall have no interest in the property sold and the proceeds of sale and the proceeds of Assignor's share of the property or otherwise dispose of said property therein; and may foreclose on the deed to said property from all net proceeds and proper deductions therefrom all of which shall be paid to Assignor, jointly and severally, with, and Assignors, jointly and severally, then remaining. It is further agreed that this assignment shall be

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

\$50,000.00	Klamath Falls, Oregon	April 9, 1971
I (or if more than one maker) we, jointly and severally, promise to pay to the order of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS		
at Klamath Falls, Oregon		
FIFTY THOUSAND AND NO/100		DOLLARS,
with interest thereon at the rate of 7 1/2 percent per annum from April 9, 1971		until paid, payable in monthly installments of not less than \$ 434.50 in any one payment; interest shall be paid monthly and
1971 and a like payment on the 5th day of month		May
* is included in the minimum payments above required; the first payment to be made on the 5th day of month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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 an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.		
* Strike words not applicable.		
/s/ Melvin Vanderhoff		
/s/ Alphild Vanderhoff		

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

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 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 purchasers 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 Assignors, jointly and severally, agree 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 Assignors of said note but only as security for such payment.

TO HAVE AND TO HOLD the same unto Assignee forever.

Assignee agrees that when and if said note has been fully paid it will execute proper reassignment of said agreement to Assignors.

28-370

WARRANTY DEED TO

This Indenture

has bargained
Walter E. Field
husband and wife

IN WITNESS

this 9th day

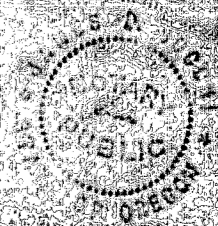
STATE OF OREGON

COUNTY OF KLAMATH

Personally appeared

Vanderhoff, husband

be their voluntary



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IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals
this 9th day of April, 1971.

Melvin Vanderhoff (SEAL)

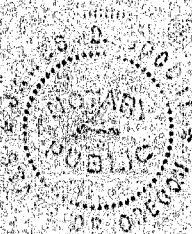
Alphild Vanderhoff (SEAL)

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

Personally appeared the within named Melvin Vanderhoff and Alphild
Vanderhoff, husband and wife, and acknowledged the foregoing instrument to
be their voluntary act and deed. BEFORE ME:

James D. Dasher
Notary Public for Oregon

My commission expires: 10-25-74



STATE OF OREGON,
County of Klamath

Filed for record at request of

Transamerica Title Co.

on this 13th day of April A.D. 19 71

at 4:09 o'clock P M, and dist

recorded in Vol. M 71 of Deeds

page 3186

Wm D. MILNE, County Clerk

By Alice C. Fuge Deputy

at \$4.50

Return to:
First Federal
540 Main St.
City

28-370
WARRANTY DEED TO
This Indenture

has bargained and
Walter E. Fields
husband and wife, grant

A tract of
39 South,
described
Beginning
and North 8
corner of the
East boundary
of 431.3 feet
Road a distance
West a distance
Homedale Road
Road a distance
beginning.

Subject to: All
United States
assessments of
regulations, con
in connection the
apparent on the

The true and actual consideration
However, the actual consideration is
(Strike out the above when not applicable)

TO HAVE AND TO HOLD the said
estate by the entirety. And the said grant
their assigns, that she is
all incumbrances, except those abo
and that she will
except those above set forth.

IN WITNESS WHEREOF
this 6th day of

STATE OF OREGON, County of Klamath
Personally appeared the above named

and acknowledged the foregoing instrument

After recording return to

No. 511