

C-72-14 A 21554

60394

Vol. ⁷² Page 491

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, that Barbara P. Ruzicka, a single woman, in consideration of TEN DOLLARS and other good and valuable considerations to her 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 Assignor's right, title and interest in and to that certain Agreement of sale dated August 29, 1962, wherein Barbara P. Ruzicka, a single woman, agreed to sell and Dale C. Hendrickson and Millicent I. Hendrickson, husband and wife, agreed to buy the following described parcel of real property situate in Klamath County, Oregon to wit:

Lot 7 and Lot 6 of Section 17, Township 40 South, Range 10 East of the Willamette Meridian, EXCEPT the following described portion of Lot 6: Beginning at the section corner common to Sections 16, 17, 20 and 21 of said Township; thence North on section line 316 feet; thence North 73° West 530.5 feet; thence South 33° 36' West 315 feet; thence South 50° 33' East 328 feet to section line; thence East on section line 428 feet to the place of beginning. Also saving and excepting a right of way of the Great Northern Railway in Vol. 95 page 504 and the right of way to Klamath County, Oregon in Vol. 153 page 590.

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

And Assignor further, inconsideration of the foregoing, conveys unto Assignee all of her right, title and interest in and to said property subject to the terms and provisions of said agreement.

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:

JAN 13 4 26 PM 1972

FLB 666 (Rev. 12-71)

FEDERAL

WARRANTY DEED

This Ind

\$ 5,500.00
I (or if more than one may)
SAVINGS AND LOAN

FIVE THOUSAND F

with interest thereon at the rate of
monthly installments of not
more than the minimum pay
19.72, and a like payment on the
interest has been paid; if any of said
option of the holder of this note. If
reasonable attorney's fees and collect
amount of such reasonable attorney
is tried, heard or decided.
* Strike words not applicable.

FORM No. 217—INSTALLMENT NOTE

And this assign
paid in accor
the said note
sole owner o
thereby sha
proceeds th
dispose of
and may fo
said prop
all net p
deductin

\$ 5,500.00 Klamath Falls, Oregon January 12, 1972

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

FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS,

with interest thereon at the rate of 8 percent per annum from January 1972 until paid, payable in monthly installments of not less than \$66.75 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 10th day of February

1972, and a like payment on the 10th day of each 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/ Barbara P. Ruzicka

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 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.

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 Assignor.

FLB 666 (Rev. 12-71)

FEDERAL

WARRANTY DEED

This Indenture

between husband and

to them

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this

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CO

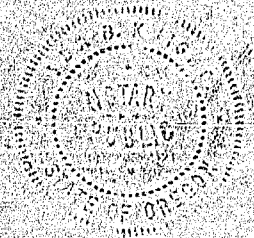
IN WITNESS WHEREOF, Assignor has hereunto set her hand and seal
this 12 day of January 1972.

Barbara P. Ruzicka (SEAL)

STATE OF OREGON)
COUNTY OF Marion) ss.

January 12, 1972

Personally appeared the with named Barbara P. Ruzicka, a single
woman, and acknowledged the foregoing instrument to be her voluntary
act and deed. BEFORE ME:



Don B. Knight
Notary Public for Oregon

My commission expires: 1-9-76

STATE OF OREGON,
County of Klamath
Filed for record at request of
KLAMATH COUNTY TITLE CO
on this 13 day of January A.D. 19 72
at 4:26 o'clock P M, and duly
recorded in Vol. M 72 of DEEDS
Page 491
Wm. D. MILNE, County Clerk
By Hazel Wright Deputy
Fee \$6.00

Return
First Federal
540 Main
Klamath Falls, Oregon
97601