

ASSIGNMENT

JUN 1 10 15 AM 1972

KNOW ALL MEN BY THESE PRESENTS, that JOHN MILLS AND LILLIAN L. MILLS, husband and wife, Assignors, in consideration of Ten Dollars and other good and valuable consideration to them paid by the UNITED STATES NATIONAL BANK OF OREGON, Assignee, does by these presents, sell, transfer and assign to Assignee all of Assignors' interest in and to that certain agreement dated May 2, 1972 wherein Assignors agreed to sell, and LEO E. MURRER AND ALICE G. MURRER, husband and wife, agreed to purchase the following described real property in Klamath County, Oregon, to-wit:

(SEE ATTACHED)

which said contract and a deed are escrowed at the Klamath Falls Branch of United States National Bank of Oregon, Escrow No. 1193.

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

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

PROVIDED, HOWEVER, it is understood and agreed that this assignment is executed as collateral security for the payment of a loan, or loans being made to Assignors, and for loans hereafter made to Assignors, which debt, or debts will be evidenced by a promissory note, or notes, executed by Assignors as maker, to Assignee as payee, which said note, or notes, provide for future advances; and this assignment shall be void if said promissory note, or notes, is fully paid in accordance with the terms thereof, but until such time as the said note, or notes, is fully paid, Assignee shall be deemed to be the sole owner of said agreement and the property covered thereby and shall be free to collect all of Assignors' 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

5791

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 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.

Assignee agrees that when and if said note has been fully paid it shall execute proper re-assignment of said agreement to Assignors.

IN WITNESS WHEREOF, Assignors have hereunto set their hand and seal this 25 day of May, 1972.

John Mills (SEAL)
Lillian L. Mills (SEAL)

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the within named JOHN MILLS AND LILLIAN L. MILLS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

My Commission expires: 4-13-75

5792

PARCEL 1: The SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 35 South, Range 12 East of the Willamette Meridian. PARCEL 2: The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 35 South, Range 12 East of the Willamette Meridian. PARCEL 3: A parcel of land lying in Section 35, Township 35 South, Range 12 East of the Willamette Meridian described as follows: Those parts of the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying Northwesterly of Indian Service Road S-65 commonly known as Godowa Springs Road. PARCEL 4: Section 34, Township 35 South, Range 12 East of the Willamette Meridian, SE $\frac{1}{4}$ NE $\frac{1}{4}$, excepting therefrom that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, (also known as the Clark Chocktoot Allotment No. 1001), lying East of the Klamath County Road, and that portion of said allotment lying West of the Klamath County Road and described by metes and bounds as follows: Beginning on the West boundary of Klamath County Road right of way, which point bears West, 40.0 feet from the quarter section corner common to Sections 34 and 35, Township 35 South, Range 12 East of the Willamette Meridian; thence West 150.0 feet along the South boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34; thence North 370.0 feet; thence East, 95.0 feet; thence South 14 $^{\circ}$ 46' East, 97.5 feet along said road right of way line; thence 235.8 feet along said road right of way line, being the arc of a 6 $^{\circ}$ 16' curve, which long chord bears South 7 $^{\circ}$ 23' East, 235.2 feet; thence South 42.4 feet along said road right of way line to a point of beginning. PARCEL 5: The NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 35 South, Range 12 East of the Willamette Meridian.

STATE OF OREGON,
County of Klamath

Filed for record at request of

U. S. National Bank

on this 1st day of June A. D. 19 72

at 10:15 o'clock A M, and duly

recorded in Vol. M72 of Deeds

Page 5790

Wm D. MILNE, County Clerk

By Lucia Antala Deputy

Fee \$6.00