## Vol. M15 Page 10600

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COMES NOW JOSEPH ADAMO, JR. and PEARL H. ADAMO, husband hereinafter called assignors, and WESTERN BANK, hereinafter called

ASSIGNMENT

assignees, and for the mutual considerations hereinafter recited and the policies and conditions contained herein, agree as follows:

WHEREAS Assignee has agreed to loan to Assignor Five Thousand One Hundred Fourty and no/100 Dollars (\$5,140.00) on terms as evidenced by the attached copy of the promissory note, and whereas assignor is desirious with assignee of securing said sum of money, WITNESSETH, Assignor does assign to Assignee for security of said note or notes and/or balance due, until the same, including interest is wholly satisfied or paid, the following described real

Lots 4 and 5, Block 4,

First Addition, Chiloquin, Oregon. Said assignment of the above referred to property expressly assigns all of Assignor's right, title and interest in and to said properties, whatever said interest may be, to assignee to secure said loan or loans above referred to.

For the considerations herein contained, Assignor expressly agrees that should Assignor or his heirs default in any way, manner or form on the repayment of said loan or loans, that Assignees, at their option, may take possession of the property without any other or further acts, completely and conclusively, precluding any interest of Assignor, and make any disposition of said properties that they may desire as if they were in the place and stead of assignor, to which condition these assignors expressly agree that upon the repayment in full of the loan or loans above referred to, including any interest, loan charges or legally assessed charges, assignee expressly agrees that this agreement will be null and void.

## 10601

Assignors further agree that any assignment, sale or disposition of said property above described without the express written consent of the assignee shall be void. In case suit or action is instituted to collect this note or any portion thereof, the undersigned promises to pay such additional sum as court may adjudge reasonable as attorney's fees in said suit

This assignment shall take effect subject to the conditions or action. and covenant herein contained as of the date of this document This assignment also is meant to secure any additional

loans that may be made by the Assignce to the Assignor. WHEREAS the parties have hereunto set their hands and \_\_\_\_\_ day of September, 1975, to the mutual covenant seals this \_ herein contained.

WESTERN BANK, Assignee

Joseph adams ( Jr. Poarl H. Adamo

September \_\_\_\_\_, 1975

STATE OF OREGON 88. County of Klamath

Personally appeared the above named Joseph Adamo, Jr. and Pearl H. Adamo, husband and wife, and acknowledged the foregoing

"instrument to be their voluntary act and deed. Before me: Sala A V anite Anite Co 

STATE OF OREGON • ) Gounty of Klamath ୍ର)

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Stand States

September 5, 1979 IRES 12-26-1978

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WERE AND

Personally appeared W. F. Dodrill, who being duly sworn did say that he is the Pro-Assistant Cashier of Western Bank, Shasta Plaza Branch, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he

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acknowledged said instrument to be its voluntary act and deed. Before me: Sana In M MM Notary Public for Oregon

Return To Western Bank P.O. Box 1864 City

EXPIRES 12-26-1978 /

STATE OF OREGON; COUNTY OF KLAMATH; ss. Filed for record at request of \_\_\_\_\_\_\_ Transamerica Title Filed for record at request of <u>Indistance</u> this <u>8</u> day of <u>Sept</u> <u>A. D. 1975</u> <u>3</u>:45 o'clock P /A., ar 10600 M 75 of mortgages on Page duly recorded in Vol. \_\_\_\_M 75, of \_\_\_\_ By

12.00

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Wm D. MILNET County Cleri brile De