

COMES NOW O. W. COAKEY and MARGARET E. COAKEY, husband and wife, hereinafter called assignors, and WESTERN BANK, hereinafter called assignee, 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 a sum of money, which is Fifteen Thousand Two Hundred and no/100ths Dollars (\$15,200.00), including interest, and whereas assignor is desirous with assignee of securing said sum of money, now, therefore;

WITNESSETH, assignor does assign to assignee for security of said note, until the same, including his interest, is wholly satisfied or paid, the following described real property:

Beginning at a point in the Northerly line of Main Street 37½ feet in a Southwesterly direction from the most Easterly corner of Lot 1 in Block 17 of Original Town of Linkville, now City of Klamath Falls, Oregon, said corner of said Lot 1 being at the intersection of Main and Fifth Street in said town and running thence in a Northwesterly direction parallel with Fifth Street 112 feet; thence in a Southwesterly direction parallel with Main Street 29 feet; thence in a Southeasterly direction parallel with Fifth Street 112 feet to the Northerly line of Main Street; thence in a North-easterly direction along the Northerly line of Main Street 29 feet to the place of beginning.

ALSO, Beginning at a point in the Northerly line of Main Street which lies 36 feet Southeasterly from the most Easterly corner of Lot 1 in Block 17 of Original Town of Linkville, now City of Klamath Falls, Oregon; thence Northwesterly and parallel with Fifth Street 112 feet to alley; thence Southwesterly and parallel with Main Street 1½ feet; thence Southeasterly and parallel with Fifth Street 112 feet to Main Street; thence Northeasterly along the Northerly line of Main Street 1½ feet to the point of beginning.

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 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 the assignor expressly agrees 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.

Assignor further agrees that any assignment, sale or disposition of said property above described without the express written consent of the assignee, shall be void.

AND; provided further that this assignment is expressly intended as security for the repayment of any future loans or advances which assignee may hereinafter make to the assignor until said future advances are paid in full.

This assignment shall take effect subject to the conditions and covenant herein contained as of the date of this document.

WHEREAS the parties have hereunto set their hands and seals this 12th day of December, 1975, to the mutual covenant herein contained.

WESTERN BANK, Assignee

Assignors:

By:

[Signature]

O. W. Goakey

[Signature]

Margaret E. Goakey

[Signature]

STATE OF OREGON, County of Klamath ss.

December 12, 1975

Personally appeared the above named O. W. Goakey and Margaret E. Goakey, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon

My commission expires

June 20, 1979

On December 12, 1975, I, 15,200.00 Klamath Falls, Oregon, December 12, 1975, after date, for value received, I promise to pay to the order of WESTERN BANK, Coos Bay, Oregon, at its Klamath Falls Branch in the City of Klamath Falls Oregon, the sum of Fifteen Thousand Two Hundred and no/100ths DOLLARS, with interest at the rate of 10.0 per cent per annum, from date until paid. Interest payable monthly, and if not so paid, the whole sum of both principal and interest shall, at the option of the holder, hereof, become immediately due and payable, without notice. In case suit or action is instituted to collect this note or a portion thereof, I promise to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court. The endorser, guarantors and sureties hereon severally waive presentment for payment, demand, notice of dishonor, protest and notice of protest.

Telephone 431 Main
Address Klamath Falls, OR 97601

[Signature]
[Signature]

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of WESTERN BANK
this 15th day of DECEMBER A. D., 1975 at 10:47 o'clock A. M., and duly recorded in
Vol. M 75, of DEEDS on Page 15722

FEE \$ 6.00

WM. D. MILNE, County Clerk

By:

[Signature]

Deputy

Return to: WESTERN BANK
P. O. Box 669
Klamath Falls, Ore. 97601