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KNOWN ALL MEN BY THESE PRESENTS, that JULIA H. DECKER, a single woman, Assignor in consideration of Ten Dollars and other good and valuable considerations to them paid by FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, OREGON, Assignee, does by these presents sell, transfer and assign unto Assignee all of Assignor's interest in and to that certain Agreement dated the 21st day of May, 1969, wherein Assignor agreed to sell and Mark Anthony Krimm and Betty Jean Krimm, husband and wife, agreed to purchase and Assignment Agreement dated the 17th day of October, 1970 wherein Mark Anthony Krimm and Betty Jean Krimm agreed to sell and Roy K. Stutzer and Lila M. Stutzer, husband and wife, agreed to purchase the following described property in Klamath County, Oregon:

That portion of the SW 1/4 NW 1/4 of Section 29, Township 39 South, Range 10 East of the Willamette Meridian described as follows, to-wit:

Beginning at a point on the West line of said Section 29 which is 2170.8 feet south of the Northwest corner of said Section 29; thence North along said Section line a distance of 589.3 feet, more or less, to the south line of that certain parcel conveyed to C. W. Latta, et ux, by deed dated January 5, 1932, and recorded May 3, 1934 in Book 100 at page 105, Deed Records of Klamath County, Oregon; thence N. 89°40' E., along the south line of said parcel conveyed to C. W. Latta, 955.6 feet, more or less, to the west line of that certain parcel conveyed to Jerry C. Murphy by deed dated June 6, 1946, recorded June 6, 1946 in Book 190 at page 301, Deed Records of Klamath County, Oregon; thence southerly along the westerly line of said parcel conveyed to Jerry C. Murphy to the north line of that certain parcel conveyed to Jerry C. Murphy to the north line of that certain parcel conveyed to Jerry C. Murphy by deed dated April 8, 1946, recorded April 9, 1946 in Book 187 at page 288, Deed Records of Klamath County, Oregon; thence S. 89°40' W., along said North line of parcel conveyed to Jerry C. Murphy as recorded in Book 187 at page 288, Deed records of Klamath County, Oregon, 954.2 feet; more or less to the point of beginning. SAVING AND EXCEPTING therefrom that portion lying within the limits of Reeder Road.

and which said contract and deed are escrowed at First Federal Savings and Loan Association of Klamath Falls.

And Assignor further, in consideration of the foregoing, conveys unto assignee all of his 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.

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PROVIDED, HOWEVER, that it is expressly 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 debts will be evidenced by a promissory note (or notes) executed by Assignors as Makers 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

Assignment - Page 1

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be the sole owner of said agreement and the property covered thereby and 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 purchaser in lien of foreclosure and apply all net proceeds and property so received upon said loan 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 loan or of the note or notes evidencing the same but only as security for such payment.

Assignee agrees that when and if said note (or notes) has been fully paid it will execute proper amendment to escrow instructions and re-assignment of said agreement to Assignors.

Dated this 27th day of April, 1977.

RETURN -FFSEL MAIN

ATT : RUTH STATE OF OREGON)

>) ss COUNTY OF KLAMATH)

Personally appeared the within named Julia H. Decker, a single woman, who is known to be to be the person described in the within instrument and acknowledged the foregoing to be her voluntary act and deed.

Before me: PUBLIC.

Kurp Quers

Julia H. Decker

Notary Public for Oregon My commission expires: *S-14-S*の

C_Deputy

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\$ 17,000.00 Klamath Falls, Oregon April 26, , 19 77
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
SEVENTEEN THOUSAND DOLLARS AND NO/100
with interest thereon at the rate of 9 1/2 percent per annum from April 27, 1977 DOLLARS, monthly instellments of not less than \$ 177.48 in any one payment; interest shall be paid monthly and sever required; the list payment to be made on the 10th day of May
19 77 and a like payment on the 10th day of each month therealter, until the whole sum, principal and interest to become immediately due and collectible at the reasonable attorney's lees shall be fixed by the court, or courts in which the suit or action, including any appead therein.
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of April _A.D., 19<u>7</u> at 2;59 P_____M., and duly recorded in Vol_____77 _o'clock__ MURFAIAges of on Page_ 7331

WM. D. MILNE, County Clerk

Has

\$ 6.00 FEE___