

ASSIGNMENT

Comes now JOSEPH ADAMO, JR. and PEARL H. ADAMO, husband and wife Hereinafter called assignors, and WESTERN BANK, hereinafter called 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 -Twelve Thousand Seven Hundred Twenty Three & 60/100 Dollars (\$12,723.60) on terms as evidenced by the attached copy of the promissory note, 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 or notes and/or balance due, until the same, including interest is wholly satisfied or paid, the following described real property:

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.

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 or action.

This assignment shall take effect to the conditions 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 Assignee to the Assignor.

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WHEREAS the parties have hereunto set their hands and seals this
6th day of OCTOBER 1977, to the mutual covenant herein contained.

WESTERN BANK, Assignee

BY: J. A. Bingham
 My Commission Expires Sep. 19, 1979

Joseph Adamo Jr.
 Joseph Adamo, Jr.

Pearl H. Adamo
 Pearl H. Adamo

STATE OF OREGON)
 County of Klamath) ss.

OCTOBER 6, 1977
 date

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: [Signature]
 Notary Public for Oregon

STATE OF OREGON)
 County of Klamath) ss.

OCTOBER 6, 1977
 date

Personally appeared J. A. Bingham, who being duly sworn did say that he is the General Loan Officer 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 acknowledged said instrument to be its voluntary act and deed.

Before me: [Signature]
 Notary Public for Oregon

My Commission

EX-105-10-1-3

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of
 this 7th day of OCTOBER A. D. 1977 at 2:19 o'clock P M., and
 duly recorded in Vol. M77, of MORTGAGES on Page 19146

FEE \$ 6.00

Wm D. MILNE, County Clerk
 By [Signature]

Rt to
 Western Bank Shasta Pl.
 P.O. Box 1864
 Klamath Falls, Oregon 97601