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AGREEMENT SUPPLEMENTAL TO TRUST DEED

Vol. 78 Page 274

AND

COLLATERAL ASSIGNMENT

THIS AGREEMENT is made as of the 16th day of November, 1978, by and between JOHN ASHLEY COOPER and LINDA JEAN COOPER, husband and wife, (hereinafter referred to as "Cooper") and KLAMATH LAKE TEACHERS FEDERAL CREDIT UNION (hereinafter called "Credit Union").

<u>WITNESSET</u>H:

WHEREAS, Cooper has executed in favor of Credit Union, a Trust Deed dated November 16, 1978, with Credit Union as Beneficiary, which said Trust Deed is junior to the Vendor's interest in that certain Contract of Sale therein described; and,

WHEREAS, the parties desire to provide that the default in the performance by Cooper of Cooper's obligation under said Contract of Sale shall also constitute default in the performance of the Trust Deed; and,

WHEREAS, the parties desire to further secure Credit Union with an Assignment of Cooper's interest in said Contract of Sale as hereinafter more particularly provided;

NOW, THEREFORE, it is hereby agreed as follows:

Default by Cooper in the performance of any of the terms or 21 1. conditions of that certain Contract of Sale wherein Cooper is Buyer 22 and JOHN J. LYNCH and AUDREY M. LYNCH, as tenants by the entirety are 23 Seller, dated January 10, 1975, and recorded in Vol. M-75, at Page 1131, 24 records of Klamath County, shall further constitute a default by Cooper 25 of that certain Trust Deed dated November 16, 1978, wherein Cooper is 26 Grantor, Mountain Title Company is Trustee, and Credit Union is Bene-27 ficiary. Such default shall afford and provide to Beneficiary and 28 Trustee thereunder, all rights occasioned upon default as therein 29 30 provided.

Cooper does hereby give, grant, bargain, sell and convey, to
 Credit Union all of Cooper"s right, title and interest in and to that

AGREEMENT Page -1-

27493

includ-

long as Cooper performs all of the Obligation to movet Deed of the Promissory Note for which said Trust Deed		numer as above described, includ-
<pre>ing the roal property therein descent of the obligations of said Contract and iong as Cooper performs all of the obligations of said Contract and if said Trust Deed of the Promissory Note for which said Trust Deed is security, Cooper shall retain all right, title and interest in and is security, Cooper shall retain all right, title and interest in and is security, Cooper shall retain all right, title and interest in and is security, Cooper shall retain all right, title and interest in and is security, Cooper shall retain all right, title and interest in and is security, Cooper shall retain all right, title and interest in and is security of the security described as follows, to-wit: Seginning at a point 200 feet Northwesterly of the Southeastberly corner of Block Sl of FIRST ADDITION Southeast Fails, according to the official plat to Kitast Street: On sect the form of said Block if thank the section of the place of said Block if this street in the place of beginning, said sorthwesterly parallel with Street 100 feet in Klamath Fails, Klamath County, Oregon. ALSO TOGNERE WITH: Beginning at a point which lies Street at a so Sixth Street all feet form right as a so Sixth Street all feet from right as a so Sixth Street all feet from right angles to Sixth Street 100 feet; thence 100 feet; then Stchnee Southwesterly parallel to Sixth Street 100 feet; then Stchnee Southwesterly parallel to Sixth Street 100 feet; then Stchnee Southwesterly parallel to Sixth Street 100 feet; then Stchnee Southwesterly at right angles to Sixth Street 20 feet to the point of beginning. IN WITNESS WHEREOF, the parties have set their hands and seals so f the day and year first above mentioned. Sected at a seal seal at a seal sected at a seal seal sected at a seal seal seal sected at a seal seal seal sected at</pre>	certai	in Contract wherein Cooper is Buyer, and provided, however, that so
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31' OF STATE		Mound Bridges
AGREEMENT	314	By Manual Secretary
AGREEMENT	32	Merger 1 and
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STATE OF OREGON County of Klamath

STATE OF OREGON

ss.

On November 16, 1978, personally appeared the above named JOHN ASHLEY COOPER and LINDA JEAN COOPER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

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(SEAL)

AGREEMENT

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for Public My Commission Expires:

15 ss. County of Klamath 16 On November 16, 1978, personally appeared David 17 Judgue who, being duly sworn, each for himand Il Jasianna L 18 self and not one for the other, did say that the former is the President 19 and that the latter is the Secretary of KLAMATH-LAKE TEACHERS FEDERAL 20 CREDIT UNION, a corporation, and that the seal affixed to the foregoing 21 instrument is the corporate seal of said corporation and that said 22 instrument was signed and sealed in behalf of said corporation by 23 authority of its board of directors; and each of them acknowledged said 24

instrument to be its voluntary act and deed. 25 Return to: Klamath Lake Teachen Televal 26 3 737 Sharta War

Before Me:

Public for Notary

My Commission Expires:_

TATE OF OREGON; COUNTY OF KLAMATH; 53. led for record at request of ____Mountain Title Co. 6th day of December A. D. 1978 at 3:18 clock P.M., and they recorded in Voi. _______ of ______ Mortgages______ on Page 27492 Wm D. MILNE, County Clark librel By DeAn . Th