

ASSIGNMENT

For value received, YONNA VALLEY RANCH, a partnership consisting of Mary P. Holbrook, Neil Barnwell and Paula Barnwell ("Assignor") assigns the following described property ("Collateral") and grants a security interest therein to FIRST NATIONAL BANK OF OREGON ("Bank"), its successors and assigns: all Assignor's right, title, and interest in and to that certain Land Sale Contract dated December 30, 1978, by and between Albert Hunt and Betty Hunt as Seller and Assignor herein as Purchaser, for the sale and purchase of that certain real property in Klamath County Oregon described as;

All of section 13, Township 39 South, Range 11 1/2 East of the Willamette Meridian, EXCEPT the NW 1/4 NW 1/4

The SE 1/4, S 1/2 NE 1/4, SE 1/4 SW 1/4 Section 14, Township 39 South, Range 11 1/2 East of the Willamette Meridian;

together with that certain personal property consisting of sprinkler irrigation equipment as described on Exhibit B to said Land Sale Contract. A Memorandum of the above described Land Sale Contract was recorded February 12, 1979 in Volume M79, page 3309, Microfilm Records of Klamath County, Oregon; a UCC filing was made on April 12, 1978 to perfect a second security interest on the above described personal property.

Assignor warrants to Bank that:

- (1) Assignor is the absolute owner of Collateral;
- (2) Assignor has not heretofore assigned or granted a security interest in Collateral or any sums of money due or to become due thereunder, or any right or interest therein or thereto, except that Mortgage dated November 26, 1979 wherein Assignor herein is Mortgagor and the United States of America acting through the Farmers Home Administration United States Department of Agriculture is Mortgagee, recorded December 19, 1979, Vol M79, page 29109 in Klamath County, Oregon Microfilm Records;
- (3) the full amount payable according to the terms of Collateral is justly owing and payable in accordance with the terms thereof;
- (4) there are no defaults existing under Collateral;

(5) there are no offsets or counterclaims to Collateral;

Assignor covenants to Bank that he will strictly and promptly perform each of the terms, conditions, covenants, and agreements contained in Collateral on his part to be performed.

This assignment is made as security for the payment of any and all indebtedness now or at any time hereafter owing by Assignor to Bank, whether absolute, contingent, due or to become due, primary or secondary, and however evidenced.

Assignor does hereby constitute and appoint Bank, its successors and assigns, its true and lawful attorney in fact, irrevocable with full power of substitution, to enforce the obligations of seller to Assignor, demand and receive a deed to the property hereinabove described in accordance with the terms and conditions of Collateral and take possession thereof. In its own right or in the place and stead of Assignor, and in furtherance thereof, Bank may take any action or institute or take part in any proceeding, either in its own name or in the name of Assignor, which Bank, in its sole discretion, deems necessary, convenient or proper to protect or enforce its or Assignor's rights in Collateral. The foregoing powers are given as security for an indebtedness and shall be irrevocable and in full force and effect until renounced by Bank.

It is expressly understood and agreed that Bank does not hereby assume to pay or perform any obligations of Assignor to seller, provided, however, it is understood and agreed that upon default by Assignor in payment or performance of its obligation (1) to seller under the collateral, or (2) under this assignment or any other agreement of Assignor with Bank, Bank may, at its option, pay or perform Assignor's obligations to seller.

If Bank demands a deed from seller to the above described property, seller shall be under no obligation to determine that any indebtedness hereby secured is owing prior to delivery of such deed, and delivery to Bank of such deed shall constitute a complete acquittance of seller's obligations to Assignor under Collateral to the extent the deed conforms to the requirements of Collateral.

Assignor shall pay to Bank upon demand, any and all expenses, including reasonable attorney fees, incurred or paid by Bank without suit or action in protecting its rights upon or under this assignment. In the event suit or action is instituted in connection with any controversy between Assignor and Bank arising out of this assignment, the prevailing party

shall be entitled to recover, at trial or on appeal, such sums as the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements. Moreover, Assignor shall pay to Bank upon demand, any and all expenses including reasonable attorney fees, incurred or paid by Bank with or without any suit or action in protecting its rights as against any third party upon or under this assignment.

Assignor agrees that at any time or from time to time, upon written request of Bank, he will execute and deliver such further documents and do such further acts and things as Bank may request in order to further effect the purposes of this assignment.

In the construction of this assignment, the singular includes the plural and the masculine pronouns include the feminine and neuter. If more than one assignor executes this assignment the liability of each assignor shall be joint and several.

IN WITNESS WHEREOF, Assignor has executed this assignment this 7th day of February, 1980.

YONNA VALLEY RANCH
a partnership

Wm. H. Solbrock
David I. Barwell
Mc. R. Barwell

9563

STATE OF OREGON)
 : ss
County of Klamath)

The foregoing instrument was acknowledged before me
this 7th day of February, 1980 by Mary P. Holbrook,
partner, on behalf of Yonna Valley Ranch, a partnership.

(NOTARIAL SEAL)

Vance Kuy
Notary Public for Oregon
My Commission expires: 11-19-82

STATE OF OREGON)
 : ss
County of Klamath)

The foregoing instrument was acknowledged before me
this 7th day of February, 1980 by Neil Barnwell,
partner, on behalf of Yonna Valley Ranch, a partnership.

(NOTARIAL SEAL)

Vance Kuy
Notary Public for Oregon
My Commission expires: 11-19-82

STATE OF OREGON)
 : ss
County of Klamath)

The foregoing instrument was acknowledged before me
this 7th day of February, 1980 by Paula Barnwell,
partner, on behalf of Yonna Valley Ranch, a partnership.

(NOTARIAL SEAL)

Vance Kuy
Notary Public for Oregon
My Commission expires: 11-19-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~on 11-19-82~~

this 27th day of May A. D. 1980 at 9:21 o'clock A. M., in

fully recorded in Vol. M80, of Deeds on Page 9560

Wm D. MILNE, County Clr

By Bernetha Hellock

Fee \$14.00

Return

1st Nat'l Bank of Or.

S. G. W.

X Tell.