

KNOW ALL MEN BY THESE PRESENTS that Dave William Lorenz, Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does sell, set over, transfer, and absolutely assign to Anthony Martin, Assignee, one-half (1/2) of all the right, title, and interest of Assignor in and to that Mortgage dated January 17, 1981, wherein Tottsi W.J. Lorenz of Redding, California, was Mortgagor and David William Lorenz of DeBorgia, Montana, was Mortgagee, and concerns the real property more particularly described in Exhibit "A" hereto, together with one-half of all the right, title, and interest of Assignor herein in and to said real property and the appurtenances thereto.

Assignor does hereby make, constitute and appoint Assignee as a true and lawful attorney in fact to have, use, and take all lawful means for enforcement of said Mortgage.

Assignor hereby certifies that the Mortgage is in good standing and not in default. Assignor agrees to execute such additional documents as may be required to effectuate this assignment and conveyance of one-half (1/2) of such Mortgage interest as intended hereunder.

Assignee by executing this instrument specifically accepts the assignment intended hereunder, and assumes one-half of the benefits and obligations of Assignor under said Mortgage.

IN WITNESS WHEREOF the parties hereto have executed this instrument the 25<sup>th</sup> day of June, 1981.

ASSIGNOR:

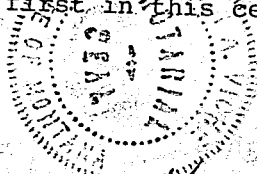
ASSIGNEE:

Dave William Lorenz  
Dave William Lorenz

Anthony Martin  
Anthony Martin

STATE OF MONTANA )County of MINERAL )

On this 25<sup>th</sup> day of JUNE, 1981, before me the undersigned, personally appeared Dave William Lorenz, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this certificate written.



Joan A. Viche  
Notary Public, State of Montana  
Residing at Superior  
My commission expires 7/12/81

STATE OF MONTANA )County of MINERAL )

On this 25<sup>th</sup> day of JUNE, 1981, before me the undersigned, personally appeared Anthony Martin, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this certificate written.



Joan A. Viche  
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Return

GEORGE & BENN

Law Offices

510 Glacier Building  
111 No. Higgins  
Missoula, Montana 59801

EXHIBIT "A"

14789

(Real Property situated in the County of Klamath, State of Oregon)

All in Township 36 South, Range 13 East of the  
Willamette Meridian:

Section 11: E  $\frac{1}{2}$  and the SW  $\frac{1}{4}$ ;  
Section 12: All;  
Section 13: NE  $\frac{1}{4}$ , N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and E  $\frac{1}{2}$  SE  $\frac{1}{4}$ ;  
Section 24: N  $\frac{1}{2}$ , and N  $\frac{1}{2}$  SE  $\frac{1}{4}$ ; and

All in Township 36 South, Range 14 East of the  
Willamette Meridian:

Section 7: S  $\frac{1}{2}$  N  $\frac{1}{2}$  S  $\frac{1}{2}$  and S  $\frac{1}{2}$  S  $\frac{1}{2}$ ;  
Section 18: Lots 1, 2, 3 and 4;

SUBJECT TO:

1. Terms and provisions as set forth in Land Status Report, dated August 13, 1958 and recorded October 14, 1958 in Volume 304 at page 640, Deed Records of Klamath County, Oregon.

2. The rights of the public and of Governmental bodies in and to any portion of the above property lying below the high water mark of the Sprague River.

3. Subject to such rights for railroad purposes as the Oregon California and Eastern Railroad Company may have under the Act of March 2, 1899 (30 Stat. 990).

4. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. All contracts, water rights, proceedings, taxes and assessments relating to irrigation, drainage and/or reclamation of said lands; and all rights of way for roads, ditches, canals and conduits, if any there may be.

5. The rights of the public in and to that portion of the above property lying within the limits of road or highways and railroad rights of way.

6. Easement, created by instrument, including the terms and provisions thereof, dated June 18, 1965, recorded June 25, 1965 in Book 362 at page 447, Deed Records of Klamath County, in favor of United States of America for Boulder Creek Road projects.

7. Also subject to the outstanding grazing lease on the premises which shall terminate no later than December 31, 1969.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the

19th day of August A.D., 1981 at 2:05 o'clock P M., and duly recorded in

Vol M81, of Mortgages on page 14788.

Fec \$ 7.00

EVELYN BIEHN

COUNTY CLERK

By Bernetha H. Litch deputy