

10057

ASSIGNMENT AND MORTGAGE

Vol. M82 Page 3366

For value received, JOE H. VICTOR and ELEANOR VICTOR ("Assignor"), assign and convey the following described property ("Collateral") and grant a security interest therein to FIRST INTERSTATE BANK OF OREGON, N.A. ("Bank"), its successors and assigns: all Assignor's right, title and interest in and to that Real Estate Contract by and between Assignor as sellers and Enoch C. Hutcheson, Robert T. Blair, and Wilfred A. Johnson dba Tri-Angle Investments as purchasers, recorded April 26, 1978, in Klamath County, Volume M-78 at page 8288, together with moneys due or to become due thereunder. This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained and to be by the Assignor kept and performed. "Obligor" shall mean the account debtor, lessee, contract purchaser, or the other person(s) obligated for the payment of money, as the case may be. Where reference is made to "Assignment" it shall, where applicable, mean "Assignment and Mortgage". "Escrow Agent" shall mean First Federal Savings and Loan Association of Klamath Falls.

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;
- (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 Assignor's promissory note to Bank dated March 17, 19 82, in the principal sum of \$16,934.82, together with interest thereon in accordance with its terms and tenor, and together with any renewals or extensions thereof; and 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. The maturity date of the note is March 15, 19 86.

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Assignor hereby authorizes and directs Obligor to pay and deliver to Bank, upon Bank's demand to Obligor, all sums of money payable by the terms of Collateral and to accept the receipt of Bank therefor. Until Bank makes demand on Obligor, Assignor or Escrow Agent shall continue to collect the proceeds of Collateral. Assignor or Escrow Agent shall, at the request of Bank, hold the proceeds received from collection in trust for Bank without commingling the same with other funds of Assignor and shall turn the same over to Bank immediately upon receipt in the identical form received. Assignor or Escrow Agent shall, at the request of Bank, notify Obligor of Bank's interest in Collateral and Bank may, itself, at any time so notify Obligor. Obligor or Escrow Agent shall be under no obligation to determine that any indebtedness hereby secured is owing or to see to the application of any sums of money paid to Bank and the receipt of Bank shall constitute a complete acquittance to the extent of any payment made to Bank by Obligor or Escrow Agent until Bank shall notify Obligor or Escrow Agent in writing that Assignor is no longer indebted to Bank.

It is expressly understood and agreed that Bank shall not be required or obligated in any manner to make any demand or to take any action to collect or enforce the payment of any amount which may have been assigned to it or to which it may have been entitled hereunder at any time or times.

This assignment is not a delegation or assignment to Bank of Assignor's duties or obligations under or in connection with Collateral. Bank's acceptance of this assignment does not constitute a promise by it nor does it in any way obligate it to perform any of Assignor's duties or obligations under or in connection with Collateral.

Assignor hereby appoints Bank, its successors and assigns, his attorney in fact, irrevocably, with full power of substitution, to demand, collect, receive, receipt for, sue and recover all sums of money which may now or hereafter become due, owing, or payable from Obligor in accordance with the terms of Collateral; to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts, or warrants issued in payment therefor and to settle or compromise any and all claims arising under Collateral assigned to Bank and, in the place and stead of Assignor, execute and deliver its release and acquittance therefor; to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Assignor, or otherwise, which, in the discretion of Bank may seem to be necessary or advisable. This power is given as security for an indebtedness and the authority hereby conferred is and shall

be irrevocable and shall remain in full force and effect until renounced by Bank.

Assignor shall pay to Bank upon demand, any and all expenses, including reasonable attorney fees, incurred or paid by Bank in protecting its rights upon or under this Assignment and Mortgage. In the event suit or action is instituted against Assignor to enforce the terms or provisions hereof or based upon this assignment, or as a result of any breach of any of the terms or conditions hereof, Assignor agrees to pay, in addition to costs and disbursements provided by statute, such sums as the court may adjudge reasonable as attorney fees in such proceeding or on any appeal from any judgment or decree entered therein.

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 and Mortgage.

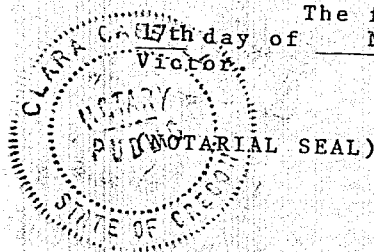
In the construction of this agreement, the singular includes the plural and the masculine pronoun includes the feminine and neuter.

IN WITNESS WHEREOF, Assignor has executed this assignment and mortgage the 17th day of March, 1982.

Joe H. Victor
Eleanor D. Victor

STATE OF OREGON)
 : ss
County of Klamath)

The foregoing instrument was acknowledged before me the 17th day of March, 1982, by Joe H. Victor and Eleanor Victor.



Clara G. Davis
Notary Public for Oregon
My Commission expires: April 8, 1984

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Return to: First Interstate Bank of Oregon
601 Main St.
Klamath Falls, Oregon 97601
Attn: J.D. Roach

STATE OF OREGON; COUNTY OF KLAMATH; ss
I hereby certify that the within instrument was received and filed for record on the 18 day of March A.D., 1982 at 11:00 o'clock A M and duly recorded in Vol. 1182, of Mtge on page 3366

FEE \$12.00

EVELYN BIEHN COUNTY CLERK
by Joyce M. Shaw Deputy