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## ASSIGNMENT AND MORTGAGE

Vol. MSV Page 6130

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For value received, Patricia M. Roush, aka Patricia M. Phillips ("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 certain Real Estate contract dated October 6, 19 80, by and between Assignor as seller and Bernardo N. Mena and Bernadell Mena as buyer, recorded October 7, 1980, in mortgage records of Klamath County, Oregon, in book M80, page 19381, or under other recording description as See Exhibit A; and the real property described

or as described in Exhibit A, attached hereto, and by this reference made a part hereof, together with monies 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."

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 An assignment given on May 1, 1981 to U.S. Bancorp Financial Inc. to secure payment of \$59,640 lease, payment maturing May 1, 1986.
- (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; except that the August 6, 1981 and subsequent payments have not been received;
- (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 the promissory note of Assignor and J. Wayland Roush

to Bank dated March 2, 1982, in the principal sum of 22,192.16, 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 J. Wayland Roush or by Assignor, or by any of them, to Bank, whether absolute, contingent, due or to become due,

primary or secondary, and however evidenced. The maturity date of the note described above is April 1, 19 82.

Assignor authorizes and directs Obligor to pay and deliver to Bank all sums of money payable by the terms of Collateral and to accept the receipt of Bank therefore. Obligor 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 until Bank shall notify Obligor 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 therefore 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 therefore; 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; to execute in Assignor's name and deliver to Obligor on Assignor's behalf, at the time and in the manner specified by Collateral, a deed or bill of sale to property being purchased by Obligor pursuant to Collateral and described therein. 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 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.

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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.

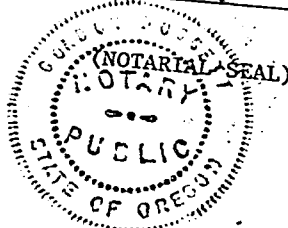
In the construction of this agreement, the singular includes the plural and the masculine pronoun includes the feminine and neuter.

IN WITNESS WHEREOF, Assignor has executed this assignment and mortgage the 11th day of May, 1982.

*Patricia M. Roush*  
Patricia M. Roush

STATE OF OREGON       )  
County of Curry       ): ss

The foregoing instrument as acknowledged before me the 11th day of May, 1982 by Patricia M. Roush, aka Patricia M. Phillips



*Gordon Keith Doggett*  
Notary Public for Oregon  
My Commission Expires:  
June 7, 1985

GORDON KEITH DOGGETT  
NOTARY PUBLIC-OREGON  
My Commission Expires June 7, 1985

AFTER RECORDING RETURN TO:

First Interstate Bank of Oregon, N. A.  
Gold Beach Branch  
P. O. Box 458  
Gold Beach, Oregon 97444

19382

## EXHIBIT "A"

All that portion of the E1/4 of Section 33, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of the Dallas-California Highway, more particularly described as follows:

Beginning at a point which is 999 feet South and 984 feet, more or less, West from the corner corner to Sections 27, 28, 33 and 34 of said Township and Range, and which point of beginning is the intersection of the Westerly right of way line of the newly located the Dallas-California Highway as described in a deed of record in Klamath County Deed Records, Volume 190 at page 23, with the North line of a parcel of land donated to the City of Chilcoquin for airport purposes, and described in a deed recorded in Klamath County Deed Records, Volume 107 at page 483; thence East along the North line of said airport property a distance of 336 feet, more or less, to the Northwest corner of said property; thence South along the West line of said airport property a distance of 3,055 feet, more or less, to the Westerly right of way line of said highway; thence North 5° 36' 30" East along said right of way line a distance of 3,070 feet, more or less, to the point of beginning.

GIVING AND EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission, by deed dated May 1, 1947, recorded May 10, 1947 in Deed Volume 206 at page 169, Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss

and for record at request of Transamerica Title Co.

on 7th day of October 1950 at 10:36 A.M. or  
only recorded in Vol. 190, or Deeds on Page 1411

AFTER RECORDING RETURN TO:

First Interstate Bank of Oregon  
Gold Beach Branch

P.O. Box 458

Gold Beach, Oregon 97444

Fee \$7.00

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 19 day of May A.D., 1952 at 3:46 o'clock p M, and duly recorded in Vol M 82 of Mtge on page 6190.

EVELYN BIEHN COUNTY CLERK

by Joyce Mc New Deputy

Fee \$ 16.00