

## ASSIGNMENT

For value received, Harry R. Waggoner ("Assignor") assigns the following described property ("Collateral") and grants a security interest therein to Klamath First Federal Savings and Loan ("Association"), its successors and assigns: all Assignor's right, title, and interest in and to that certain Mortgage dated October 24, 1979, by and between Norco, a partnership consisting of Ronald D. Cone, Bethel M. Cone, and Robert S. Gaddis; and Walter E. Remstedt, as his sole property as Mortgagor, and Assignor as Mortgagee, recorded October 25, 1979 in Volume M79 at page 25160, Mortgage Records of Klamath County, Oregon, \*\*\*\*\* securing that certain Promissory Note dated October 25, 1979 in the face amount of \$864,000, executed by the above named mortgagors, together with the moneys due or to become due thereunder in accordance with its terms and tenor. "Escrow Agent" shall mean Klamath County Title Company, Escrow Number 3180. "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.

Assignor warrants to Association 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 by assignment to the First National Bank of Oregon dated June 30, 1980 which assignment has been cancelled on the 29 day of July, 1982.
- (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 upon request to the Association for a release or subordination of this assignment in whole or in part, will apply an amount equal to 50% of the principal balance to the loan or the same amount applied to a savings account assigning same to the association until the principal balance on the loan is reduced to the figure if the funds were applied originally.

Assignor covenants to Association 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 Association date July 20, 1982, in \*\*\*\*\* Re-recorded February 17, 1982 in Book M-82 at page 1996, Mortgage Records of Klamath County, Oregon.

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accordance with its terms and tenor, and together with any renewals or extensions thereof.

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

It is expressly understood and agreed that Association 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 Association of Assignor's duties or obligations under or in connection with Collateral. Association'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 Association, 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 Association 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 Association 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 or 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 Association.

Assignor shall pay to Association upon demand, any and all expenses, including reasonable attorney fees, incurred or paid by Association 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 Association 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 Association upon demand, any and all expenses including reasonable attorney fees, incurred or paid by Association 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 Association, he will execute and deliver such further documents and do such further acts and things as Association may request in order to further effect the purposes of this assignment.

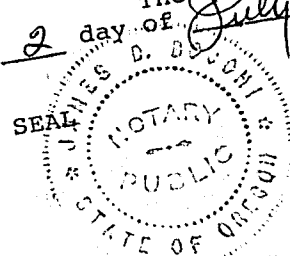
In the constructions of this assignment, the singular includes the plural and the masculine pronouns include the feminine and neuter. If more than one assignor executes this assignment the liability of each assignor shall be joint and several.

IN WITNESS WHEREOF, Assignor has executed this assignment  
this 20 day of July, 1982.

H. R. Waggoner

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss

The foregoing instrument was acknowledged before me the  
2 day of July, 1982, by Harry R. Waggoner,



James D. Bouchi  
Notary Public for Oregon  
My Commission expires: 10-25-82

RETURN TO:  
Klamath First Federal Savings  
540 Main Street

STATE OF OREGON: COUNTY OF KLAMATH :ss  
I hereby certify that the within instrument was received and filed for  
record on the 29 day of July A.D., 1982 at 3:40 o'clock P M  
and duly recorded in Vol MB2 of Mtge on page 9743

EVELYN BIRN COUNTY CLERK  
by Joyce M. Birn Deputy

FEE \$ 12.00