

With Recorded Return to:

CARR, KENNEDY, PETERSON & FROST
P. O. Box 2007
Redding, CA 96099-2007

Vol 118 Page 13495

16239

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that ANTHONY MARTIN, 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 DAVE WILLIAM LORENZ all of the right, title and interest of Assignor in and to that Promissory Note and Mortgage dated January 17, 1981, wherein Tottsi W. J. Lorenz of DeBorgia, Montana, was Mortgagee, and concerns the real property more particularly described in Exhibit "A" hereto, together with 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 such Mortgage interest as intended hereunder.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 27 day of September, 1982.

ASSIGNOR:

Anthony E. Martin
ANTHONY MARTIN

For value received, the undersigned, DESIREE MARTIN, wife of Anthony Martin, to the extent of any interest which she has in the property assigned, joins in said assignment.

Desiree A. Martin
DESIREE MARTIN, Wife of Anthony
Martin

STATE OF MONTANA)
County of Missoula) ss:

On this 27 day of September, 1982, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ANTHONY MARTIN and DESIREE MARTIN, Wife of Anthony Martin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
NOTARY PUBLIC, State of Montana
Residing at Missoula, Montana
My Commission Expires 7-28-84

82 OCT 11 AM 9 52

EXHIBIT "A"

13496

(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 high-ways and railroad rights of way.
6. Easement, created by instrument, including the terms and provisions thereof, dated June 18, 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.

Filed for record

This 11 day of Oct A.D. 1982 at 9:52 o'clock A M.
duly recorded in Vol. M 82, of Mtge on Page 13495

Fee \$8.00

By [Signature] EVELYN BIEHN, County Clerk