

KNOW ALL MEN BY THESE PRESENTS, that BURTON E. GRAY and THELMA JEAN GRAY, husband and wife, Assignors, in consideration of Ten Dollars and other good and valuable considerations to them paid by KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Assignee, do by these presents sell, transfer and assign unto Assignee all of Assignors' interest in and to the following-described agreement of sale:

Agreement dated May 25, 1977, wherein Assignors agreed to sell and Robert D. White and Glenn E. White, husband and wife, agreed to purchase the following-described property in Klamath County, Oregon, to-wit:

All of Lot 9 in Block 7 of FIRST ADDITION to the City of Klamath Falls, Oregon, except for the Easterly 8 feet of the Southeasterly 60 feet, described as follows: Beginning at the most Easterly corner of Lot 9, running thence Northwesterly along the Northeasterly line of said Lot 9 a distance of 60 feet; thence Southwesterly and parallel to Mt. Whitney Street a distance of 8 feet; Southeasterly at right angles to Mt. Whitney Street a distance of 60 feet to the Northerly line of said Street; thence Northeasterly along the Northerly line of said street a distance of 8 feet to the place of beginning,

which said contract with deed are escrowed at Klamath First Federal Savings and Loan Association, Klamath Falls, Oregon.

And Assignors further, in consideration of the foregoing, convey to Assignee all of their right, title and interest in the above-described parcel of real property, subject to the terms and provisions of said agreement of sale.

PROVIDED, HOWEVER, it is understood and agreed that this agreement is executed as collateral security for the payment of a promissory note dated March 9, 1984, in the principal amount of \$100,000.00, together with interest thereon, executed by Assignors, as makers, to Assignee, as payee; and this assignment shall be void if said promissory note is fully paid in accordance with the terms thereof, but until such time as the said note is paid in full, Assignee shall be deemed to be the sole owner of said agreement of sale. On the condition that the Assignors are current on their promissory note dated March 9, 1984, in favor of the Assignee, the Assignors shall have the right to collect the regularly scheduled monthly payments on the agreement dated May 25, 1977, executed by Robert D. White and Glenn E. White. In the event the Assignors should have been delinquent on the payments due on the March 9, 1984 promissory note in favor of the Assignee, the Assignee may collect and retain all payments made on the

Collateral Assignment - Page 1.

1 May 25, 1977 agreement executed by Robert D. White and Glenn E. White, and
 2 shall apply the net amount of the payments to the Assignors' promissory note
 3 in favor of the Assignee. Any prepayments made on the May 25, 1977 agreement
 4 shall be retained by Assignors and applied to the Assignors' March 9, 1984 promissory note in favor of the Assignee. Assignee may sell, assign or otherwise dispose
 5 of said agreement and/or said property and any interest therein; and may fore-
 6 close said agreement for breach thereof or accept a deed to said property from
 7 said purchaser in lieu of foreclosure and apply all net proceeds and property
 8 so received upon said note after first deducting therefrom all of Assignee's
 9 expenses incurred in connection therewith, and Assignors agree to pay any defi-
 10 ciency then remaining. It is further expressly understood and agreed that this
 11 assignment shall not be deemed as partial or full payment by Assignors of said
 12 note but only as security for such payment.

14 Assignee agrees that when and if the said note has been fully paid, it will
 15 execute a re-assignment of said agreement of sale to Assignors.

16 TO HAVE AND TO HOLD the same unto Assignee.

17 Dated March 9, 1984.

Burton E. Gray (SEAL)
Thelma Jean Gray (SEAL)

21 STATE OF OREGON)
 22 County of Klamath) SS

23 On this 12th day of March, 1984, personally appeared the above-named Burton E.
 24 Gray and Thelma Jean Gray, husband and wife, and acknowledged the foregoing in-
 25 strument to be their voluntary act and deed.

26 Before me:

26 (SEAL)

27 My Commission Expires: 4/24/85

28

29 Return to
 30 KLA 1st Fed
 31 540 main

32

Shual A. Page
 Notary Public for Oregon
 STATE OF OREGON,)
 County of Klamath)
 Filed for record at request of

on this 12th day of MARCH A.D. 19 84
 at 10:37 o'clock A M, and duly
 recorded in Vol. 144 of Deeds
 Page 3004

EVELYN BIEHN, County Clerk

By *Thelma Jean Gray* Deputy

Fee 8.00