

37458

JUDGMENT DOCKET, CIRCUIT COURT

Circuit Court No. Original Case No.

82-2763-J-3

Judgment Debtor: ROUSCH, J. WAYLAND AND PATRICIA M. ROUSCH
DBA REGAL RESTAURANT AND BAR

Judgment Creditor: CRIPPEN, STEVE

Date of Entry in Journal Date When Docketed Date of Appeal:
2/22/83 2/23/83
MITCHELL KARAMAN 9:30 A.M.
Date of Decision on Appeal:

Amount of Judgment Rate Percent Per Annum Interest of Judgment

\$21,000.00

\$2,500.00

\$78.00

PLUS INTEREST AT THE RATE OF 10% PER ANNUM FROM
MAY 15, 1981 UNTIL PAID
ATTY FEES
COSTS

Return
PUTNEY & SCHIVELEY, P.C.
ATTORNEYS AT LAW
P.O. BOX 1632
827 WEST EIGHTH
MEDFORD, OREGON 97501

Date Execution Issued Date Execution Returned Amount Returned on Execution

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

Satisfaction--When Entered

This instrument is a correct copy of
the original on file in this office.

ATTEST MAY 3 1 1984

Circuit Court - Trial Court Administrator
STATE OF OREGON - JACKSON COUNTY

BY *Theresa Bond*

on this 6th day of June A.D. 19 84
at 2:46 o'clock P M, and duly
recorded in Vol. M84 of Deeds
Page 9511

EVELYN BIEHN, County Clerk

By *Sam Smith* Deputy

Fee 4.00

ck
4.00

1984 May 23

Vol 1184, Page 8566
Instrument # 36984

This statement refers to original Financing Statement No. _____ Date filed _____

<p>A. CONTINUATION <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective. (Fee \$3.00)</p>	<p>B. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (describe below):</p>	<p>C. TERMINATION <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (Fee \$3.00)</p>	<p>D. ASSIGNMENT <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4A and 4B below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below) (Fee \$3.00)</p>
<p>E. OTHER <input type="checkbox"/></p> <p>(Such as "amendment")</p>	<p>PARTIAL RELEASE <input type="checkbox"/></p> <p>FULL RELEASE <input type="checkbox"/></p> <p>(Fee \$3.00)</p>	<p>4A. Assignee of Secured Party(ies) if any: First Interstate Bank of Oreg. East Bend Branch</p> <p>4B. Address of Assignee from which security information obtainable: P. O. Box 432 Bend, OR 97709</p>	

(Fee \$3.00)

As pertains to above financing statement with attached Note, & Security Agreement; assignment of same including structures & improvements, fixtures, equipment, and proceeds thereof.

By: L. Leon Turney and Dixie Lee Turney
 Signature(s) of Secured Party(ies) or Assignee(s)

By: _____
 Signature(s) of Debtor(s) (If used as an amendment)

This form of Statement approved by the Secretary of State.
 STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3 STEVENS-HESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FILING OFFICER—ALPHABETICAL

9513

ASSIGNMENT

For value received, L. LEON TURNEY and DIXIE TURNEY ("Assignor") assign the following-described property ("Collateral") and grant a security interest therein to FIRST INTERSTATE BANK OF OREGON, N.A. ("Bank"), its successors and assigns:

(1) That certain promissory note dated February 1, 1976 in the original amount of \$56,000.00, executed by Douglas E. Robinson and Mary L. Robinson and payable to the order of Assignor and all sums due or to become due thereunder; and

(2) That certain security agreement dated February 1, 1976 executed by Douglas E. Robinson and Mary L. Robinson as security for the above-described promissory note.

"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 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;

(6) as of the date of this assignment there is now unpaid and owing thereon \$47,269.82.

Assignor covenants to Bank that he will strictly and promptly perform each of the terms, conditions, covenants, and agreements contained in Collateral to be performed by Assignor.

Return:
 First Interstate Bank
 of Oregon, N.A.
 East Bend Branch
 P. O. Box 432
 Bend, Oregon 97709

This assignment is made as security for the payment of Assignor's promissory note to Bank dated 4-25-84, in the principal amount of \$40,000.00, 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.

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 therefor. 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 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 authority

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

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.

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.

In the construction 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 Agreement the 19th day of April, 1984.

L. Leon Turney
L. LEON TURNEY
Dixie Lee Turney
DIXIE LEE TURNEY

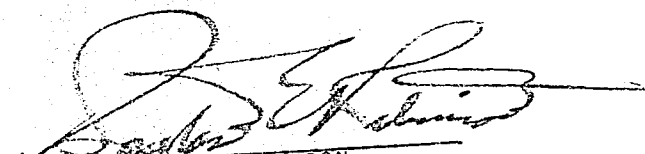
STATE OF OREGON)
 : ss
County of DESCHUTES)

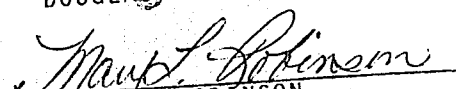
The foregoing instrument was acknowledged before me this 19th day of April, 1984, by L. Leon and Dixie Lee Turney.

(NOTARIAL SEAL)

Joanna E. Duke
Notary Public for Oregon
My Commission expires July 22, 1984

The undersigned acknowledge receipt of a copy of the foregoing assignment on 4-23-84, 1984. The undersigned have not received notice of any prior assignment of sums owing Assignor under or in connection with Collateral. Undersigned agree not to assert against Bank any defense or claim which they may have against Assignor and undersigned agree to pay Bank sums owing under or in connection with Collateral free of offset or counter-claim.


DOUGLAS E. ROBINSON


MARY L. ROBINSON


STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 6th day of June A.D. 19 84
at 2:46 o'clock P M, and duly
recorded in Vol. M84 of Mortgages
Page 9512

EVELYN BIEHN, County Clerk

By  Deputy

Fee 20.00