

38276

Vol. 1484 Page 10986

KNOW ALL MEN BY THESE PRESENTS, That
Ester Vizdal

value received, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto County of Butte, State of California

the party of the first part, for the party of the second part, that certain mortgage (and the obligation thereby secured) dated March 19 19 79, made and executed by I. F. Rodgers and Sons to secure the payment of the sum of \$ 44,000.00, with interest; which said mortgage was recorded on March 20 19 83, in the office of the county clerk/recorder (indicate which), of the County of Klamath, State of Oregon, in book M79 at page 6245 or as file/reel number (indicate which),

Record of Mortgages of said county;

To Have and to Hold the same unto the said party of the second part and the latter's executors, administrators, successors and assigns, subject only to the proviso in the said mortgage mentioned.

And the said party of the first part does hereby covenant to and with the said party of the second part that the said party of the first part is the lawful owner and holder of the said mortgage and the obligation secured thereupon the said obligation and mortgage the sum of \$ 35,523.00, with interest from January 28 19 83 Subject to a existing assignment to Certified Mortgage Co.

In construing this assignment and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the undersigned assignor has executed this instrument on 19 83, if the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

Province of British Columbia

County of VICTORIA } ss.
26 NOVEMBER 19 83

Personally appeared the above named

ESTER VIZDAL

and acknowledged the foregoing instrument to be HER voluntary act and deed.

Before me, Notary Public for British Columbia
My commission expires: 19 84

STATE OF OREGON, County of } ss.
19

Personally appeared and who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

ASSIGNMENT OF MORTGAGE

TO

AFTER RECORDING RETURN TO

Will B. MATTLY
25 County Center Dr.
Oroville, Ca 95965-3385

STATE OF OREGON

County of } ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book on page or as file/reel number Record of Mortgages of said County. Witness my hand and seal of County affixed.

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.)

Recording Officer

By Deputy

10987

\$ 44,000.00 Klamath Falls, Oregon March 19, 1979
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 ESTER VIZDAL
 at Mountain Title Co., 407 Main, Klamath Falls
 - - - - - FORTY-FOUR THOUSAND and no hundreds - - - - - DOLLARS,
 with interest thereon at the rate of 8.0 percent per annum from March 15, 1979 until paid, payable in
 annual installments of not less than \$ 5,280.00 in any one payment; interest shall be paid annually and
 is included in the minimum payments above required; the first payment to be made on the 15th day of March
 19 80 and a like payment on the March 15th day of each year thereafter, until the whole sum, principal and
 interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the
 option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's
 reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the
 amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
 is tried, heard or decided.
 I. F. RODGERS & SONS, a partnership
 By: *I. F. Rodgers*
 By: *I. F. Rodgers*

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

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

on this 29 day of June A.D. 19 84
 at 2:55 o'clock P M, and duly
 recorded in Vol. M84 of Mortgages
 Page 10986

EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee \$8.00