

TK

38278

Vol. 188 Page 10990KNOW ALL MEN BY THESE PRESENTS, That  
Alberni Development Companyvalue 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 obligation thereby secured) dated March 19, 1983, made and executed byI. F. Rodgers and Sons to secure the payment of the sum of \$ 37,400.00, with interest; which said mortgage was recorded on March 20, 1979, in the office of the county clerk/recorder (indicate which), of the County of Klamath, State of Oregon, in book M79 at page 6241 or as file/reel number \_\_\_\_\_, in Record of Mortgages of said county; \_\_\_\_\_ (indicate which),

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 there- by and has a good right to sell, transfer and assign the same as aforesaid, and that there is now due and owing upon the said obligation and mortgage the sum of \$ 29,870.00, with interest from January 28, 1983.

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 November 8, 1983; 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)Alberni Development Companyby: Robert Johnson

STATE OF OREGON,

County of Klamath } ss.  
November 8, 1983

Personally appeared the above named

Robert C. Johnson

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

Before me:

NOTARY PUBLIC

OFFICIAL SEAL

Virginia J. Conrady  
Notary Public for OregonMy commission expires: 7-23-85

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_\_,

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

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 Matthe  
25 County Center Dr  
Orville, Ca  
95965-3385(DON'T USE THIS  
SPACE: RESERVED  
FOR RECORDING  
LABEL IN COUN.  
TIES WHERE  
USED.)

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.

Recording Officer

By \_\_\_\_\_ Deputy

7534-01  
10991

\$37,400.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of

March 19, 1979

ALBERNI DEVELOPMENT CO., a partnership

at Mountain Title Co., 407 Main, Klamath Falls

THIRTY-SEVEN THOUSAND FOUR HUNDRED 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 \$4,560.00 in any one payment; interest shall be paid annually and

included in the minimum payments above required; the first payment to be made on the 15th day of March 1979, 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.

\* Strike words not applicable.

By: I. F. RODGERS & SONS, a partnership  
I. F. Rodgers

By: *Terrence Rodgers*

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 10990

EVELYN BIEHN, County Clerk

By *Sam Smith*, Deputy

Fee \$3.00