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MTG-14824  
ASSIGNMENT AND MORTGAGE

Vol. 1485 Page 6389

For value received, WASHBURN ENTERPRISES, INC. ("Assignor"), assigns and conveys the following-described property ("Collateral"), including all monies due or to become due thereunder, and grants a security interest therein to FIRST INTERSTATE BANK OF OREGON, N.A. ("Bank"), its successors and assigns, all of its right, title, and interest in and to:

That certain Agreement dated September 30, 1975 between Washburn Enterprises, Inc., an Oregon corporation, as Seller, and Norman J. Duffy and Darlene E. Duffy, husband and wife, as Buyers, for the sale of real property described in the Memorandum of Agreement, a copy of which is attached hereto as Exhibit A, and by this reference made a part hereof, which Memorandum of Agreement was recorded on October 28, 1975 in Volume M75 on Page 13491 in the Deed Records of Klamath County, Oregon, together with the real property described therein.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained and to be by the Assignor kept and performed. "Obligor" shall mean the account debtor, escrow agent, lessee, contract purchaser, or the other person(s) obligated for the payment of money, as the case may be. Where reference is made to "Assignment" it shall, where applicable, mean "Assignment and Mortgage." "Escrow Agent" shall mean First Interstate Bank of Oregon, N.A., Klamath Falls, Oregon.

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;

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(6) as of the date of this assignment there is now unpaid and owing thereon \$ 1,881.46.

Assignor shall not, without Bank's prior written consent, now or at any time, sell, pledge, transfer, assign, modify or terminate its interest in and to Collateral.

Assignor covenants to Bank that it will strictly and promptly perform each of the terms, conditions, covenants, and agreements contained in Collateral on his part to be performed.

This assignment is made as security for the payment of Assignor's promissory note to Bank dated August 20, 1979 in the principal sum of \$ 600,000.00, 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. The maturity date of the note is May 1, 1990.

Assignor hereby authorizes and directs Obligor to pay and deliver to Bank, upon Bank's demand to Obligor, all sums of money payable by the terms of Collateral and to accept the receipt of Bank therefor. Until Bank makes demand on Obligor, Assignor shall continue to collect the proceeds of Collateral. Assignor shall, at the request of Bank, hold the proceeds received from collection in trust for Bank without commingling the same with other funds of Assignor and shall turn the same over to Bank immediately upon receipt in the identical form received. Assignor shall, at the request of Bank, notify Obligor of Bank's interest in Collateral and Bank may, itself, at any time so notify Obligor. 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

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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, its 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; to execute in Assignor's name and deliver to Obligor on Assignor's behalf, at the time and in the manner specified by Collateral, a deed or bill of sale to property being purchased by Obligor pursuant to Collateral and described therein. This power is given as security for an indebtedness and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Bank.

Assignor hereby appoints Bank, its successors and assigns, its attorney in fact, irrevocably, with full power of substitution, to enforce the obligations of Vendor to Assignor, demand and receive a deed to the property described in said agreement for the sale of real property in accordance with the terms and conditions of Collateral and take possession thereof. In the place and stead of Assignor, and in furtherance thereof Bank may 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, Bank, in its sole discretion, may deem to be necessary, convenient, or proper to protect or enforce its or Assignor's rights in Collateral. These powers are given as security for an indebtedness and the 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

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addition to costs and necessary disbursements. 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, it 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 and Mortgage.

In the construction of this agreement, the singular includes the plural and the masculine pronoun includes the feminine and neuter.

IN WITNESS WHEREOF, Assignor has caused this assignment and mortgage to be executed by its duly authorized officer(s). this 30th day of April, 1984.

WASHBURN ENTERPRISES, INC.

By Dorman A. Turner  
Title: Pres.

By Irene Byrnes  
Title: V. Pres.

STATE OF OREGON )

County of Klamath )

:ss

The foregoing instrument was acknowledged before me the  
30th day of April, 1984 by Dorman A. Turner  
the President of Washburn Enterprises, Inc.  
on behalf of the corporation, and by Irene Byrnes, the Vice President  
of Washburn Enterprises, Inc. on behalf of the corporation  
(NOTARIAL SEAL)

Clara C. [Signature]  
Notary Public for Oregon  
My Commission expires:  
April 8, 1988

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TO: FIRST INTERSTATE BANK OF OREGON, N.A.

The undersigned acknowledges receipt of a copy  
of the foregoing assignment and mortgage on April 30, 1984. *SL*  
The undersigned has not received notice of any prior  
assignment of sums owing Assignor under or in connection  
with Collateral.

FIRST INTERSTATE BANK OF OREGON, N.A.

By *[Signature]*

Title: Assistant Manager

## MEMORANDUM OF AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned, WASHBURN ENTERPRISES, INC., an Oregon corporation, as seller, and NORMAN J. DUFFY and DARLENE E. DUFFY, husband and wife, as buyers, have entered into an agreement in writing under date of September 30, 1975, wherein seller agreed to sell to buyers and buyers agreed to purchase from seller the following-described real property, situated in Klamath County, Oregon, to-wit:

A tract of land being in the most westerly 320 feet of Lot 1, Block 5, TRACT 1080, WASHBURN PARK, a duly recorded plat, more particularly described as follows: Beginning at the SW corner of said Lot 1; thence N. 00°04'50" E. along the West line of said Lot 1, 115.01 feet; thence S. 89°25'10" E. 320.00 feet; thence S. 00°04'50" W. 115.01 feet to the South line of said Lot 1; thence N. 89°25'10" W. 320.00 feet to the point of beginning.

The consideration recited in said contract is the sum of \$27,600.00.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this 28<sup>th</sup> day of October, 1975.

WASHBURN ENTERPRISES, INC.

By [Signature]

By [Signature]

STATE OF OREGON

County of KLAMATH

ss. October 28, 1975

Personally appeared DORMAN A. TURNER, who, being first duly sworn, did say that he is the President of WASHBURN ENTERPRISES, INC., an Oregon corporation, and that the foregoing Memorandum of Agreement was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said Memorandum of Agreement to be its voluntary act and deed.

Before me:

Washburn Enterprises  
P.O. Box 1886  
City

[Signature]  
NOTARY PUBLIC FOR OREGON

My commission expires July 15, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KIAMATH

this 28th day of OCTOBER A.D. 1975 at 3

duly recorded in Vol. M 75, of DEEDS

FEE \$3.00

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STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 1st day of May A.D., 19 85 at 12:37 o'clock P M, and duly recorded in Vol. M85, of Mortgages on page 6389

Fee: \$ 25.00

EVELYN BIEHN, COUNTY CLERK

by: [Signature], Deputy