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ASSIGNMENT OF COVIRACT IN LIEU OF FORECLOSURE between RAYMOND D. BIXLER and DONNA R. BIXLER, husband and wife, (Assignor), and JOHN YOCKEY and JAMES YOCKEY, OO-TRUSTEES OF THE HARRY YOCKEY FAMILY TRUST, (Assignee);

WHEREAS, Assignor is presently indebted to Assignee under a Promissory Note secured by Trust Deed dated and rind as fallows. Twist David dated October 14, 1003, recorded October 19, 1003, in Book ML83, Page 17003 Trust Deed Records of Klamath County, Oregon; and the Trust Deed; and,

Windows, Assigned is presently indepled to Assigned under a rightsory Note Secured by flust beed dated and recorded as follows: Trust Deed dated October 14, 1983, recorded October 18, 1983, in Book M-83, Page 17902, WHEREAS, the Assignor is unable to pay the amounts presently owing and unpaid under the Promissory Note and WHEREAS, the Trust leed is in default and subject to immediate foreclosure; and,

Minutes, the first reacts in default and subject to innertiate forecrosure; and, WHEREAS, Assignor has requested Assignee to accept an absolute assignment of Assignor's equity in The Property in Lieu of foreclosure;

NOW, THEREFORE, in consideration of the Assignee's agreement to forebear taking any action whatsoever to collect against Assignor, other than by foreclosure of the Trust Deed, and in any proceeding to foreclose the Trust Deed, and in any proceeding to foreclose the Trust Deed, to waive any deficiency judgment against Assignor, its successors or assigns, and Assignee's these been, to warve any deficiency judgment against assigned, its successors of assigned, and assigned a covenants contained in this Assignment, Assignor does hereby grant, bargain, sell, convey, and assign to Assignee all of Assigned to the Burndeiday Contrast and The Demostry all of Assignor's right, title, and interest in and to the Brandejsky Contract and The Property. Assignor expressly covenants with and warrants to Assignee that: Assignor is the owner of the purchaser's Assigned expression of the property described herein and the Brandejsky Contract; the unpaid principal balance secured by the Property described herein and the Brandejsky Contract; the unpaid principal balance secured by the Property described herein and the Brandejsky Contract; the unpaid principal balance secured by

There is a second to the second second second second second to the second second second to the second secon the brancejsky contract is 93,140.32 with interest Paul mercon to ourse i, 1200, restrict to in under the Brandejsky Contract; Assignor has not made any assignment, pledge, or hypothecation of Assignor's interest in The Brandejsky Contract itself other than avidenced Diankejsky unitart; Assignat has not made any assignment, preuge, or hypothecation of assignation interest in the Property or in the Brandejsky Contract, or The Property or the Brandejsky Contract itself, other than evidenced by the Trust Deed, and this Assignment; this Assignment is absolute in effect and conveys Assignor's title to The by the first been, and this applyment, this applyment is absolute in effect and conveys applying billie to ine Property to Assignee and all redemption rights which Assignor may have there and does not operate as a mortgage, trust dowd or computer of any birds this Accomputed and and officer a more of the fee title and the lide of trust deed or security of any kind; this Assignment does not effect a merger of the fee title and the lien of Assignment and that Assignment are bood shall moved and that for Assignmenta Assignee's Trust Deed, and that Assignee's Trust Deed shall remain separate and distinct from Assigner's and that Assignee's the subdistince lies income the Demonstry to secure all arms penales inder equitable title and constitute à valid and subsisting lien upon The Property to secure all sums payable under equitable Lille and constitute a value and subsisting then upon the rioperty to secure and sums payable under such Trust Deed; Assignor has made this Assignment with the knowledge that (notwithstanding Assignee's agreement to forther tolder on action to collect and to for the Demicroset Note and Acciments of main Such frust beau, assigned has made this assignment with the numbering that (notwithisted with assigned a determine to forebear taking any action to collect against Assigner on the Promissory Note and Assigned's waiver of any definition in a proceeding to forestate the Tweet Dead). Assigned waive of any deficiency judgment against Assignor in a proceeding to foreclose the Trust Deed), Assignee may be joined as a party defendant in a suit to foreclose the Trust Deed and all other subordinate liens and encumbrances existing party units and a sure to rotations the rule of the substance of the substance of the second solution of the secon upon the rioperty, the the and actual constructation path for this assignment is settistaction of the above-described indebtedness and includes other property or value given or promised; Assignee shall have no rishte assignet Acciment charled the Demoster to worth lose that the induktoiness, in available this declaration

above used the property be worth less than the indebtedness; in executing this Assignment, Assignor is not acting under any misapprehension as to the effect hereof or under any duress, undue influence, or misrepresentation by Assignee; and possession of The Property is surrendered and delivered to Assignee. Epiceentation by resigned; and possession of the rioperty is suffemented and delivered to assigned. Upon acceptance of this Assignment by Assignee, and in consideration thereof, Assignee covenants with and the to Academic that. Accience shall forehows taking my settion conjust Accience other than by foreal course upon acceptance of this non-generic by nosigner, and in consideration thereof, nosigner coverance with and warrants to Assignor that: Assignee shall forebear taking any action against Assignor, other than by foreclosure of the Truck Pool, is any action against Assignor, other than by foreclosure

of the Trust Deed; in any proceeding to foreclose the Trust Deed, Assignee shall look solely to The Property to of the frust beeu; in any processing to foreclose the frust beau, assigned shall for solely to the frugerty to satisfy its judgment and will not attempt to enforce against Assignor, any judgment Assignee may recover in such Satisfy its jungment and will not allough to endine against coorgant, any jungment coorgant may recover in our proceedings; Assignee is fully avare of all the terms, covenants, and provisions of the Brandejsky Contract; Assignee hereby expressly assumes and agrees to fully perform all of the terms, covenants, and provisions of the Remainder Contract including but not limited to the present of all own due of to become due index the Assigned nevery expressive assumes and agrees to rully periodin all or the rems, coverants, and provisions or the Brandejsky Contract, including, but not limited to, the payment of all sums due, or to become due, under the tarms of and Brandsishe Contract associations of any for the Brandsisher Contract to sime Assignment's default of brancejsky contract, including, but not indiced to, the payment of all sums one, of the second one, where the terms of said Brandejsky Contract promptly as provided in the Brandejsky Contract, to cure Assignor's default of the terms of the terms of the terms of the terms of and build decime terminations. the Brandejsky Contract, and to save and hold Assignor hamnless from any of the terms, covenants, and provisions of anid Brandeicher Contract and indemnify Academic from and conject or aloine demode with actions of said Brandejsky Contract and indemnify Assignor from and against any claims, demands, suits, actions, indemnify Assignor from and against any claims, demands, suits, actions, indemnify and against any failure by Assignor to perform any of the or same presents, or decrees, arising out of, or in connection with, any failure by Assignee to perform any of the Judgments, of decrees, ansing out or, of in connection with, any failure by assigned to perform any of the terms, covenants, or provision of the Brandejsky Contract, including reasonable attorney fees, both at trial, or

(1) The foregoing promissory note is called "Promissory Note".

The foregoing trust deed is called "Trust Deed".

ASSIGNMENT OF CONTRACT IN LIEU OF FORICLOSURE Page -1- of 3

The Brandejsky Contract means that certain unrecorded contract, including the terms and provisions (b) The Diamejsky Contract mans that certain unecorded contract, including the certa and provisions thereof, and such other exceptions as may appear necessary upon the recording thereof, dated February 25, 1976,

between Jerry Brandejsky and Mary M. Brandejsky, husband and wife, Sellers, and Alfred Ernest Mays and Mary F. Mays, husband and wife, Purchasers, as disclosed by Memorandum of Agreement recorded March 9, 1976, in Book M-76, page 3358, Deed Records of Klamath County, Oregon, of which the present owners and holders are Jerry Brandejsky. (4) All words used herein in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders; and this Assignment shall bind, and inure to the benefit of, as circumstances shall

require, the heirs, successors, or assigns, of Assignor and Assignee. (5) "The Property" referred to in this Assignment consists of the following described real property situate

in Klamath County, Oregon, together with the tenements, hereditaments, rights, easements, privileges, appurtenances thereanto belonging or in any wise appertaining, improvements thereon, the reversions, remainders, rents, issues and profits thereof, to-wit:

The South 42 feet of Lot 16, Block 214 MILLS SEXOND ADDITION TO THE CITY OF KLAMATH FALLS,

in the County of Klamath, State of Oregon.

Subject to:

1. An assignment of contract from Alired Ernest Mays and Mary F. Mays to Harry Yockey and Martha P. Yockey, dated August 9, 1977, recorded September 8, 1977, in Book M-77, page 16717 of the Deed Records of Klamath County. 2. An assignment of contract from Harry Yockey and Martha P. Yockey, to Raymond D. Bixler and Donna R. Bixler, husband and wife, dated August 15, 1980, recorded September 2, 1980, in Book M-80, page 16554 of the Deed

3. Conditions, restrictions as shown on the recorded plat of Mills Second Addition to the City of Klamath Falls, County of Klamath, State of Oregon.

- 4. The Trust Deed above described
- 5. The Brandejsky Contract Lien.

6. Real property taxes and assessments, together with interest thereon until paid, for the fiscal years of 1981-82, 1982-83, 1983-84, 1984-85, and 1985-86. 7. City lien of the City of Klamath Falls, improvement number 295, card number 467, dated September 6, 1984, in the amount of \$709.74. (THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRIMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARIMENT TO VERIFY APPROVED USES.)

IN WIINESS WHEREOF, Assignor and Assignee have executed this Assignment as of the dates set opposite the

6-13-86

5-23-86

ASSIGNMENT OF CONTRACT IN LIEU OF FORECLOSURE Page -2- of 3

SIGNATURES anymond & Bixler by

oura R Briller attomy infact. Raymond D. Bixler, Grantor

Donna R. Bixler (Grantor

John Yockey, Co-Trystee of the Harry Yockey family Trust (Grantee)

hes Yockey, Co-Drustee of the Harry Yockey Family Trust (Grantee)

Return to: Giacomini, Jones & Trotman 635 main Klamath Falls, OR 97601

STATE OF ORECON, County of Klamath)

Personally appeared before me on the 316 day of June, 1986, the above named RAMMIND D. BIXLER and DONNA R. BIXLER, husband and wife; and acknowledged the foregoing instrument to be their voluntary act and deed

deed. OTARY (SEAL) . STATE OF CALIFORNIA

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NOTARY PUBLIC FOR OREGON My Comm. Expires: 10-27-88

County of This (ingeles) ss:

Personally appeared before me on the 23 day of) 1986, the above named JOHN YOCKEY, being duly sworn, and did say that he is one of the Co-Trustees of the HARRY YOCKEY FAMILY TRUST, and he

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

HEATHER ANN SCHEW

OFFICIAL SEAL HEATHER ANN SCHENONE NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY NY COMMISSION EXP. May 2, 1988 My Commission Exp. May 2, 1988 *****

سبه و خبر بربر ا Dealku NOTARY PUBLIC FOR CALIFORNIA My Comm. Expires: 5

) STATE OF CALIFORNIA County of <u>Santa Barbara</u>) ss:

Personally appeared before me on the <u>21stday</u> of <u>May</u>, 1986, the above named JAMES YOCKE duly sworn, and did say that he is one of the Co-Trustees of the HARRY YOCKEY FAMILY TRUST, and he , 1986, the above named JAMES YOCKEY, being acknowledged the foregoing instrument to be his voluntary act and deed.

NOTARY PUBLIC FOR CALIFORNIA My Comm. Expires: July 18, 1984

| | AN OF | OFFICIAL SEAL |
|-------|----------|----------------------------------|
| (SEAI | | GAIL A. ADAMS |
| | | NOTARY PUBLIC · CALIFORNIA |
| | | PRINCIPAL OFFICE IN |
| ļ | | SANTA BARBARA COUNTY |
| | Const EN | My Commission Exp. July 18, 1988 |

FORM No. 159-ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

| STATE OF OREGON, County of Klamath ss. | |
|---|--|
| On this the 13 th day of DCNNP R BIXCER DCNNP (a affirmed) did say that | and |
| that 5he executed the foregoing instrument by authored ged said instrument to be the act and deed of said | prity of and in behalf of said principal, and |
| (Otficial Stal) | (Title of Officer) |
| STATE OF OREGON: COUNTY OF KLAMATH: SS. | the <u>18th</u> day |
| Filed for record at request ofA.D., 19 86at11:45 ofJuneA.D., 19 86at11:45 ofNortgages | o'clock <u>A</u> M., and duly recorded in Vol. <u>M86</u> on Page <u>10542</u> . Evelyn Biehn, <u>County Clerk</u> |

By –