

WHEN RECORDED MAIL TO:

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Vol 187 Page 20523

U.S. National Bank
P.O. Box 410
Grants Pass, Or 97526

BUYER'S SECURITY ASSIGNMENT OF LAND SALE CONTRACT

DATE 20 Oct 87

ASSIGNOR (hereinafter called "Buyer"): Philip Magdal

DEBTOR (hereinafter called "Debtor"): Philip Magdal

ASSIGNEE: U.S. National Bank of Oregon

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The Buyer is the purchaser of certain property described as follows:
Property description attached hereto, by reference made a part hereof.

Bank, at Grants Pass Branch:

(hereinafter called the "Property") under a land sale contract dated December 27, 1977 in which the sellers are Eric C. Lewis and Beverly A. Lewis, husband and wife.

(hereinafter called the "Sellers"), and which is recorded in Book M80 at Page 107, Klamath County Records (hereinafter called the "Contract").

1. Assignment. For value received, Buyer hereby assigns mortgages, and conveys to U.S. National Bank of Oregon (hereinafter called "Bank") all of its right, title and interest in and to the Property, and in to, and under the Contract.

3.4 During the term of this Assignment, any additions or improvements to the Property shall be part of the Security included in this Assignment.

The Property and the assigned Contract are the "Security" referred to in this Assignment.

3.5 If any litigation is begun to foreclose this Assignment, or if there should be any appeal therefrom, or if Buyer or any of the Security should become the subject of any bankruptcy proceeding, then Buyer agrees to pay all court costs and disbursements allowed by law, and such sums as the court may adjudge reasonable as attorneys' fees. All such sums will draw interest at the same rate as the Note.

2. Indebtedness. The assignment, mortgage, and conveyance of the Security made to Bank by Buyer is to secure the performance of all duties owed to Bank under this Assignment and under other agreements securing or relating to the indebtedness described below, and the payment of the following obligations, all of which are hereinafter called the "Indebtedness":

4. Condemnation. Unless the Contract expressly provides otherwise, Buyer shall be responsible to defend any condemnation action affecting any part of the Security. The net proceeds of any award, after deducting actual and reasonable costs, expenses and attorneys' fees incurred by Buyer in the action and any amounts paid to Seller or used to repair the Property pursuant to an express requirement of the Contract, shall be paid to Bank for application to the Indebtedness.

2.1 The principal and interest of a note of Debtor to Bank in the original principal amount of \$ 35,000.00 dated 10-20-1982 (hereinafter called the "Note"), on which the final payment is due on 10-1-1992, and all modifications and renewals thereof.

5. Release. After full payment of the Indebtedness by Buyer, Bank shall release this Assignment and upon written demand of Buyer, will terminate all claims and statements affecting the Security.

2.2 All sums that Bank may expend in protecting its rights in the Security, all cost of collection, and attorneys' fees, including any incurred on appeal, with interest.

6. Events of Default. The following are Events of Default:

2.3 The principal and interest of all other indebtedness of Debtor to Bank, whether now existing or hereafter incurred, direct or indirect, absolute or contingent, due or to become due, joint or several, including without limitation obligations as guarantor, accommodation maker, or endorser, and future advances of all kinds.

6.1 Any payment of principal or interest due on the Note, or on any other part of the Indebtedness, is not paid when due.

3. Buyer's Covenants. Until the Indebtedness is paid in full and this Assignment is fully satisfied, Buyer agrees that it shall be obligated and responsible for the following:

6.2 Buyer's or Debtor's failure to pay debts as they become due; appointment of a receiver for any part of Buyer's or Debtor's assets; assignment by Buyer or Debtor for the benefit of creditors; or the commencement of any proceedings under any bankruptcy or insolvency law by or against Buyer or Debtor.

3.1 All payments and obligations of Buyer under the Contract shall be promptly and fully paid and performed, and all taxes, assessments, liens and encumbrances of all kinds in connection with, on, or affecting the Property and any other property subject to this Assignment shall be paid promptly when due; and if not so paid or performed, the Bank shall have the option of paying and/or performing the same, and may, either, add the cost to the principal of the Note or may treat the cost as a separate part of the Indebtedness payable on demand and bearing interest at any rate specified by Bank that does not exceed any maximum rate set by applicable law.

6.3 Death of any Buyer or Debtor who is a natural person, or dissolution or termination of existence of any Buyer or Debtor which is not a natural person.

3.2 The Property shall be kept covered with fire and extended coverage insurance and any other insurance required by the Bank, in an amount sufficient to pay the unpaid balance of the Indebtedness or the value of the Security, with Bank's standard mortgage endorsement if Bank requests. If not so covered, the Bank shall have the option of purchasing such coverage (at Bank's option naming Bank as the co-insured or the only insured) and may either add the cost to the principal of the Note or may treat the cost as a separate part of the Indebtedness payable on demand and bearing interest at any rate specified by Bank that does not exceed any maximum rate set by applicable law.

6.4 Any default under the Contract, or any event or condition not cured within 10 days which, with the lapse of time or the giving of notice, would constitute a default under the Contract, or would justify a declaration of default under the Contract, whether or not waived by the Sellers under the Contract, or any failure of Buyer to notify Bank of such a default, event, or condition.

3.3 The Property shall be maintained in good order and repair. No waste thereof shall be committed or suffered, and none of the improvements be removed. Buyer shall do all things reasonably within Buyer's power that are necessary to prevent events or conditions that would adversely affect the value of the Security.

6.5 Default by Sellers, or any predecessors in title of Sellers, as vendee under any contract of sale, grantor of any Trust Deed, or mortgagor of any mortgage, on the Property, unless the vendor, beneficiary, or mortgagee has, prior to the default, delivered to Bank an agreement acceptable to Bank subordinating his lien or interest to Bank's.

6.6 Failure of the Buyer to perform any other covenant of this Assignment or cure any condition prohibited by this Assignment within 15 days after Bank mails or, at Bank's option, delivers written notice specifying the covenant or condition.

6.7 Default by Buyer or Debtor under any other Note or loan agreement to which Buyer or Debtor is a party or by which Buyer or Debtor is bound.

7. Rights Upon Default. After the occurrence of any Event of Default, the Bank may at Bank's option exercise any one or more of the following rights and remedies:

7.1 The right, without notice, presentment, or demand, to declare the entire Indebtedness immediately due and payable.

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With respect to all or any part of the Security, the right to foreclose by judicial proceedings in accordance with applicable law.

7.3 With respect to any personal property Security, the rights and remedies of a secured party under the Uniform Commercial Code, as well as those stated herein. The Bank may without notice take possession of all personal property Security not already in its possession and/or require Buyer to assemble it and turn it over to Bank at a reasonably convenient place designated by the Bank, and Buyer will do so. Although the Bank may in its discretion and without liability do so, the Bank shall have no duty to take any action to preserve rights against any party to the Contract, to instruments, or to other part of the Security that is personal property in its possession, either before or after default; and Bank shall have no duty whatsoever with respect to personal property Security in its possession beyond the use of ordinary reasonable care in its physical custody and preservation. The Bank may retain personal property Security in satisfaction of the indebtedness, or may sell or otherwise dispose of such personal property at either public or private sale, first giving Buyer 10 days' notice of the date and place of public sale or of the date after which private sale may be made. The Buyer agrees that 10 days' notice is reasonable notice. The Buyer shall be liable for any deficiency and the Bank shall account for any surplus.

7.4 In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Security, separately or at once. The Bank shall be entitled to purchase all or any portion of the Security at any public sale or at any judicial or sheriff's sale.

7.5 Any other rights and remedies Bank may have under law or other agreements.

Executed and delivered to Bank effective on the date stated above.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON, CALIFORNIA

County of Los Angeles

Personally appeared the above named

and acknowledged the foregoing Assignment to be Phillip Megdal (his/her/their) voluntary act.



My Comm. Exp. May 5, 1989

Before me:

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON

County of

Personally appeared

who, being sworn, states that (he/she/they) (is/are) the corporation that executed the foregoing Assignment and that the seal affixed hereto is its seal and that this foregoing Assignment was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OREGON

County of

Personally appeared

who, being duly sworn, state that (he/she/they) (is/are) partner(s) of and that the foregoing Assignment was signed on behalf of said partnership by authority thereof; and acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

Note: Record Assignment in Real Property Records, and file UCC statements describing Contract assigned. Obtain Seller's Consent to Contract Assignment with right of Bank to notice of and opportunity to cure Buyer's default. See Commercial Loan Handbook for further instructions on use of this form.

8. General. Time if of the essence of Buyer's and Debtor's obligations under this Assignment. A waiver by Bank of a breach of any provision of this Assignment shall not constitute a waiver of, or prejudice the Bank's right to demand strict compliance with, that provision or any other provision. Buyer waives presentment, demand, notice and protest with regard to any part of the Indebtedness granted by any person with respect to the Indebtedness, or may realize upon and apply any of the Security or other collateral in any order, without affecting Bank's rights to realize upon and apply the proceeds of the Security.

9. Bank Not Liable. The Bank, by accepting this Assignment, or in its discretion performing any of Buyer's obligations under the Contract or under this Assignment, does not assume any liability or responsibility to continue performance of those obligations or to perform any of Buyer's other obligations under the Contract.

10. Debtor's Signature. If Buyer and Debtor are not the same, Debtor's signature is Debtor's agreement to those provisions that may affect Debtor. This Assignment does not confer upon Debtor any interest in the Property or in the Contract.

11. Special Provisions.

Phillip Megdal
Signature of Buyer

Signature of Debtor, (if Buyer and Debtor are not the same)

October 30, 1987

Bonnie Mae Poff
Notary Public for California

My commission expires: May 5, 1989

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

PARCEL 1:

Beginning at an iron axle which lies South 89°51' West a distance of 30 feet and South 1°14' East a distance of 42.05 feet from the quarter corner common to Sections 2 and 3, Township 39 South, Range 9 E.W.M., and which iron axle is in the Southerly right of way line of the Dalles-California Highway 40 feet South of the center line thereof, and 30 feet West of the Section line common to Sections 2 and 3, Township 39 South, Range 9 E.W.M.; thence South 89°14' West along the Southerly right of way line of said highway, running parallel to and 40 feet distance from the center line of said highway a distance of 150 feet to point of beginning; thence continuing South 89°14' West a distance of 100 feet; thence South 1°14' East a distance of 150 feet; thence North 89°14' East a distance of 100 feet; thence North 1°14' West a distance of 150 feet to the point of beginning, being a parcel of land situate in the NE¼SE¼ of Section 3, Township 39 South, Range 9 E.W.M., less portion thereof conveyed to State Highway Commission for road purposes by Deed Volume 190 page 295, records of Klamath County, Oregon.

PARCEL 2:

A parcel of land lying in the NE¼SE¼ of Section 3, Township 39 South, Range 9 E.W. M., in Klamath County Oregon, and more particularly described as follows:
Beginning at a point which is South 55.03 feet and South 89°14' West 280 feet from the quarter section corner common to Sections 2 and 3 Township 39 South, Range 9 E.W.M., said point also being 53 feet South of (when measured at right angles to) the relocated center line of the Klamath Falls-Malin Highway; thence continuing South 89°14' West a distance of 25.0 feet; thence South 0°30'30" East 137 feet; North 89°58'30" East 25.0 feet; thence North 0°30'30" West 137 feet to the point of beginning, containing 3425 square feet, more or less, SAVING AND EXCEPTING from said parcel the Westerly 7 longitudinal feet thereof.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company
of November A.D. 19 87 at 11:13 o'clock A M. and duly recorded in Vol. MS7 day
of Mortgages on Page 20523
By Evelyn Biehn, County Clerk
Ran Smith

FEE \$15.00