

THIS AGREEMENT, made this 20th day of November, 19 87
 at Portland Multnomah County, Oregon between
THE MORTGAGE EXCHANGE, INC. hereinafter
 called Assignor, and UNITED STATES NATIONAL BANK OF OREGON hereinafter called Assignee,
 WITNESSETH:

In consideration of Assignee's loan to Assignor of the sum of FOUR MILLION and NO/100 - - - -
 - - - - - dollars (\$ 4,000,000.00),
 Assignor hereby assigns, transfers and sets over unto Assignee all of the Assignor's rights and interests in and to the written
Contract of Sale, Mortgage, or Trust Deed dated 6 / 11 / 87, Recorded in
 deed or misc. records in Klamath County, Oregon, in Book M87, page 10876
 on the 23rd day of June, 19 87, between THE MORTGAGE EXCHANGE, INC.
 as Seller,
 and ROGER W. SCHOOLER and CHERYL ANN SCHOOLER as Debtor

by the terms of which Debtor agrees to purchase from Seller.

The Assignor hereby warrants that it has good right to sell, transfer and assign the same as aforesaid, and that there
 is now due and/or owing upon the said Contract of Sale, Mortgage, or Trust Deed the sum of NINETEEN THOUSAND -
FIVE HUNDRED TWENTY and 34/100 - - - - - Dollars,
 with interest from the 13th day of November, 19 87.

IT IS FURTHER AGREED that this Assignment is for the purpose of security only, and shall cease and be of no effect
 on full payment and satisfaction of the above described indebtedness. This Assignment secures the above indebtedness, as
 well as any and all other indebtedness of Assignor to Assignee, whether such indebtedness is now outstanding or comes into
 existence in the future. It is further agreed that by this Assignment Assignor expressly conveys and transfers to Assignee the
 said Assignor's rights to payment and vendor's lien under the above described Contract of Sale, Mortgage, or Trust Deed,
 Assignor retaining only the legal title to the real property described herein. Assignor also assigns to Assignee all securities,
 guaranties, warranties, indemnity agreements, maintenance agreements, insurance policies and other agreements pertain-
 ing to said Contract of Sale, Mortgage, or Trust Deed and the property described therein.

IT IS FURTHER AGREED that Assignee does not assume and shall not be subject to any obligation or liability of
 Assignor to perform any of its covenants, warranties or agreements pursuant to said Contract of Sale, Mortgage, or Trust
 Deed. Assignor agrees that it will perform all of its obligations, if any, under the Contract of Sale, Mortgage, or Trust Deed.

IT IS FURTHER AGREED that Assignor hereby constitutes and appoints Assignee as its true attorney in fact, but
 without obligation to do so, to demand, receive and enforce payment; to give receipts, releases and satisfactions for, and to
 sue for, all monies owing under said Contract of Sale, Mortgage, or Trust Deed, to make extension agreements with respect
 to the rights assigned hereunder, release persons liable thereon for securities for the payment thereof, compromise disputes
 in connection therewith, and exercise all rights of Assignor upon default, including rights of foreclosure, all provided that
 Assignee act in good faith and in the belief that such actions will not materially increase the risk of non-payment thereof.
 Assignee shall only be accountable for such sums as are actually received by it.

IT IS FURTHER AGREED that Assignee may, in its name or in the name of Assignor, prepare, execute and file of
 record financing statements, continuation statements, and like papers to perfect, preserve or release the rights evidenced by
 this Agreement.

IT IS FURTHER AGREED that Assignor will pay all costs and expenses, including reasonable attorney's fees, and in-
 cluding any attorney's fees on appeal, incurred by Assignee in the preservation, realization, enforcement, defense and exer-
 cise of the rights, powers, remedies and collateral of Assignee and obligations of Assignor hereunder.

IT IS FURTHER AGREED that the following shall be events of default hereunder for the Assignor: Failure to pay
 any debt secured hereby when due; failure to perform any obligation secured hereby when the same should be performed;
 breach of any covenant, warranty or agreement contained herein; filing of a petition by or against Assignor under the
 bankruptcy or like law; receivership of Assignor or assignment for the benefit of creditors; attachment or like levy on any
 property of Assignor; any financial statement by Assignor to Assignee proves false; the insolvency or cessation of the
 business of Assignor, or any surety or guarantor of Assignor's obligation; or the occurrence of any sale of all or a substantial
 part of Assignor's assets other than in the ordinary course of business.

IT IS FURTHER AGREED that upon occurrence of any of the above events of default, Assignee shall have the right to
 declare immediately due and payable all or any indebtedness secured hereby and to terminate any commitments to make
 loans or otherwise extend credit to Assignor; Assignee shall have all other rights, privileges, powers and remedies provided
 by law; the rights, privileges powers and remedies of Assignee shall be cumulative; no single or partial exercise of any of
 them shall preclude the further or other exercise of the same or any other of them.

IN WITNESS WHEREOF, we have hereunto set hands and seals this 20th
 day of November, 19 87

ASSIGNOR

THE MORTGAGE EXCHANGE, INC.

By: Joan M. Crew, Vice President

November 20, 19 87

STATE OF OREGON

County of Multnomah

Personally appeared

Joan M. Crew

Vice President

The Mortgage Exchange, Inc.

and that (S)He did execute the foregoing ASSIGNMENT on behalf of said corporation, by authority of its Board of Directors as its free and voluntary act

OFFICIAL
 SEAL OF OREGON

Notary Public for Oregon

My Commission Expires

9/28/89

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