MILANI #591600 88743 K-40252 Vol. m88 Page 10189

ASSIGNMENT

THIS AGREEMENT, made this 20th day of June, 19 88, at Portland, Multnomah County, Oregon between THE MORTGAGE EXCHANGE, INC. 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 FIVE MILLION and NO/100 dollars ($ 5,000,000.00), 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 6/24/87, Recorded in deed or misc. records in Klamath County, Oregon, in Book M87, page 11192, on the 26th day of June 19 87, between THE MORTGAGE EXCHANGE, INC. and MARK DANIEL MILANI and KIM MICHELLE MILANI as Seller, by the terms of which Debtor agrees to purchase from Seller. as Debtor

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 TWELVE THOUSAND NINE HUNDRED EIGHTEEN and 68/100 Dollars, with interest from the 23rd day of May, 19 88.

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 pertaining 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 including any attorney's fees on appeal, incurred by Assignee in the preservation, realization, enforcement, defense and exercise 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 June, 19 88.

ASSIGNOR

THE MORTGAGE EXCHANGE, INC.

By: Joan M. Crew

Joan M. Crew, Vice President

STATE OF OREGON

County of Multnomah } ss.

Personally appeared Joan M. Crew June 20, 19 88

who being sworn, did say that (S)He is Vice President

of 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 and deed, a corporation.

OFFICIAL SEAL

Jacqueline M. Davis

Notary Public for Oregon

My Commission Expires 9/28/89

88 JUN 30 AM 9 40

10190

AFTER RECORDING RETURN TO:

THE MORTGAGE EXCHANGE, INC.
5100 S. W. MACADAM, SUITE 300
PORTLAND, OR 97201

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 30th day of June A.D., 19 88 at 9:40 o'clock A. M., and duly recorded in Vol. M88, of Mortgages on Page 10189.

Evelyn Biehn, County Clerk
By Pauline Mullendore

FEE $13.00