

Recording Requested by:)

When Recorded Mail to:)

LEVIN & MENZIES PROPERTIES)

2000 Powell Street)

Suite 790)

Emeryville, California 94608)

Attention: Beverly Fraley)

Space Above For Recorder's Use

ASSIGNMENT OF
(1) MORTGAGE
AND (2) PROMISSORY NOTE SECURED THEREBY

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to LEVIN & MENZIES PROPERTIES, a California general partnership, having an address of 2000 Powell Street, Suite 790, Emeryville, California 94608: (1) That certain Mortgage dated April 18, 1989, and recorded on April 26, 1989 in Book M89, Page 7107, as Instrument No. 99527, in the Official Records of Klamath County, Oregon, encumbering land described on Exhibit A attached hereto, and (2) the \$100,000.00 Promissory Note described, or referred to, the money due and to become due thereon with interest and all rights accrued, etc.

DATED: April 25, 1989

LEVIN & MENZIES INCORPORATED
a California corporation

By:

Paul D. Menzies
Paul D. Menzies, President

CORPORATE ACKNOWLEDGMENT

CAL-24

State of California _____

County of Alameda _____

SS.

On this the 25 day of April, 19 89, before me,

Beverly Ann Fraley
the undersigned Notary Public, personally appeared

Paul D. Menzies

☒ personally known to me☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as

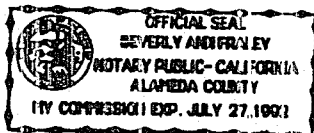
President

or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Beverly Ann Fraley
Notary's Signature



'89 MAY 9 PM 12 11

89 APR 22 4 06

Parcel 2: The N1/2 NW1/4 SW1/4 of Section 9, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

profits, interest, and any other income or proceeds from the property, shall be paid to the mortgagee, or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of _____ a _____ promissory note____, of which the following is a substantial copy:

\$ 100,000.00
 on or after June 1, 1990
 severally promise to pay to the order of Irvin & Mardis
 One Hundred thousand dollars and no/100's
 with interest thereon at the rate of 9 % per annum from April 19, 1989
 June 1, 1990
 and agree to pay holder's reasonable attorney's fees and collection costs
 an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any
 appeal therein, is tried, heard or decided. After default interest shall accrue at 18% per annum.

April 19, 1989
 at or after, I (or if more than one maker) we jointly and
 Incorporated, a California Corporation.
 4409 Pine Street, Klamath Falls, Oregon 97601.
 DOLLARS.

Orion Energy Trust
 By: /s/ Scott D. McIntire
 SCOTT D. MCINTIRE
 TO STEVEN-DELO LAW FIRM, PC, PORTLAND, OR

ONE HUNDRED THOUSAND DOLLARS AND NO/100'S

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully and lawfully

[illegible]

Exhibit "A"

Filed for record at request of Bruce Huffman the 8th day
of May A.D., 19 89 at 12:11 o'clock P.M., and duly recorded in Vol. M89
of Mortgages on Page 7841.

Evelyn Biehn County Clerk

By Darius M. Mendenhall