

88476

WHEN RECORDED MAIL TO

U.S. Small Business Administration

P.O. Box 137952

Sacramento, CA 95853

SBA Loan No. DLH 64199330-03

ASSIGNMENT OF INSTALLMENT LAND CONTRACT AS SECURITY FOR A LOAN

This Assignment, made this 7th day of May, 1994 by Manuel Robin Hernandez and Shirley Jean Hernandez
5488 Wocus Road, Klamath Falls, OR 97601 (hereinafter
 called ASSIGNOR), to the Small Business Administration, an Agency of the United States Government
 (hereinafter called ASSIGNEE), and acknowledged and the terms agreed to by Warren Wesley Hurtgen and Barbara Jean Slossar (hereinafter called SELLER).

WITNESSETH:

WHEREAS, ASSIGNOR and SELLER have entered into an installment land contract designated
 a() Contract-Real Estate (hereinafter called CONTRACT)
 dated March 1, 1990 and recorded on October 1, 1990
 as Instrument No. 20885 in Book M-90 at Page(s) 19806
 of the Official Records of Klamath Falls County, State of Oregon; and

WHEREAS, ASSIGNOR has acquired an interest from SELLER under CONTRACT in and to the
 following described real estate and improvements thereon located in the County of Klamath
State of Oregon;

Described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, ASSIGNEE has approved a disaster loan to Manuel Robin Hernandez and Shirley Jean Hernandez (hereinafter
 called BORROWER) in the amount of \$39,900.00; and

WHEREAS, said disaster loan provides valuable consideration of ASSIGNOR; and

WHEREAS, ASSIGNEE has requested as collateral security for said loan to BORROWER, an
 assignment, with full right of re-assignment, of all of ASSIGNOR'S rights, title and interest under said
 CONTRACT; and

WHEREAS, ASSIGNEE requires the recordation of this ASSIGNMENT; and

WHEREAS, ASSIGNEE requires an additional security for said loan a Deed of Trust from ASSIGNOR
 conveying the real estate and improvements described herein above;

NOW THEREFORE, in order to induce ASSIGNEE to disburse all or any part of the said loan to
 BORROWER, and intending to be legally bound hereby, ASSIGNOR does hereby assign and transfer,
 with right of re-assignment to ASSIGNEE, all of its rights, title and interest in the said CONTRACT any
 amendments thereto, to have and to hold the same as additional security for the payment of principal and
 interest to be paid, and for the performance and observance of all the covenants contained in SBA Form
 147B Note, and any other loan document given by BORROWER to ASSIGNEE in connection with the
 said loan.

ASSIGNOR hereby covenants and agrees further as follows:

1. That he will continue to honor all terms and conditions of the CONTRACT and any amendments thereto.
2. That all modifications of the CONTRACT required by this ASSIGNMENT are made with his consent and at his request.
3. That he will not change or alter the terms of the CONTRACT between himself and SELLER without the prior written consent of ASSIGNEE.

4. That ASSIGNEE may record the CONTRACT and this ASSIGNMENT in such place or places as ASSIGNEE may deem appropriate.
5. Any notice of default served upon, or otherwise given ASSIGNOR by SELLER will be forwarded within five (5) days of receipt to ASSIGNEE by Certified Mail to _____
U.S. Small Business Administration
901 W. Civic Center Drive, Ste. 160, Santa Ana, CA 92703
All notices of default served upon or otherwise given SELLER by ASSIGNOR, will be forwarded to ASSIGNEE in the same manner.
6. In the event ASSIGNOR receives a deed to the above property prior to complete satisfaction of the loan to BORROWER, ASSIGNOR agrees to execute and deliver over to ASSIGNEE a real estate Deed of Trust and such other documentation as ASSIGNEE may require to maintain its security interest in the above described property.

Acknowledged and agreed to by:

X Warren Wesley Hertzgen
SELLER: Warren Wesley Hertzgen

X Manuel Robin Hernandez
ASSIGNOR: Manuel Robin Hernandez

X Barbara Jean Slosser
Barbara Jean Slosser

X Shirley Jean Hernandez
Shirley Jean Hernandez

STATE OF OREGON

COUNTY OF Josephine

On this day there personally appeared before me Sharon Leahy Hertzgen and _____, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 1994.



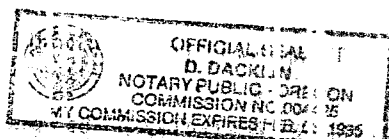
Lorraine Aitchison
Notary Public in and for the
State of Oregon
Residing at Shirley Jean Hernandez
My Commission Expires: 12/27/95

STATE OF OREGON

COUNTY OF Multnomah

On this day there personally appeared before me Barbara Jean Slosser and _____, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of June, 1994.



D. Backlin
Notary Public in and for the
State of Oregon
Residing at Portland
My Commission Expires: 2-1-95

STATE OF OREGON,

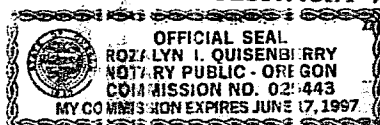
County of Klamath }

ss.

BE IT REMEMBERED, That on this 6th day of July, 1994,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Manuel Robir Hernandez and Shirley Jean Hernandez

known to me to be the identical individual(s) described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Rozalyn I. Quisenberry
Notary Public for Oregon.
My Commission expires 6-17-97

GENERAL ACKNOWLEDGMENT
Form No. 0-16

EXHIBIT "A"

A parcel of land in the NE 1/4 SW 1/4, Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of The Dalles-California Highway, which bears South 89 degrees 49' East a distance of 830.5 feet; thence South 6 degrees 02' West a distance of 690.3 feet from the Northwest corner of the NE 1/4 SW 1/4 of Section 7 aforesaid; thence South 6 degrees 02' West along said Westerly right of way line a distance of 90 feet; thence North 89 degrees 49' West a distance of 486.54 feet; thence North 6 degrees 02' East parallel to said Westerly right of way line a distance of 90 feet; thence South 89 degrees 49' East a distance of 486.54 feet, to the point of beginning.

CODE 190 MAP 3809-700 TL 4200

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Small Business Administration the 20th day of Sept A.D., 1994 at 11:21 o'clock A.M., and duly recorded in Vol. M94 of Deeds on Page 29635

FEE \$45.00

Evelyn Biehn County Clerk

By Pauline Y. Nibbelde