

92250

WHEN RECORDED MAIL TO:

MTC 34349

Vol. M94 Page 37399

U.S. Small Business Administration
P.O. Box 13795
Sacramento, CA 95853

SBA Loan No. EIDL 61947530-06

ASSIGNMENT OF INSTALLMENT LAND
CONTRACT AS SECURITY FOR A LOAN

This Assignment, made this 18th day of August, 1994 by Roberto R. Davila and Sylvia R. Davila

(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 Hal R. Braiker and Barbara W. Braiker and Ernest M. Park and Virginia M. Park (hereinafter called SELLER).

WITNESSETH:

WHEREAS, ASSIGNOR and SELLER have entered into an installment land contract designated a) Sales Contract (hereinafter called CONTRACT) dated June 23, 1987 and recorded on August 3, 1987 as Instrument No. 80621 in Book M87 at Page(s) 18910 of the Official Records of Klamath 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:

The Southeasterly $\frac{1}{2}$ of Lots 9 and 10, Block 84, Klamath addition to the City of Klamath Falls, in the county of Klamath, State of Oregon.

WHEREAS, ASSIGNEE has approved a disaster loan to Benitez/Davila, Ltd. (hereinafter called BORROWER) in the amount of \$ 18,300.00; 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 222 Southwest Columbia Street, Ste. 500, Portland, Oregon 97201
- 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:

Hal R. Braiker
SELLER / Hal R. Braiker

Barbara W. Braiker
Barbara W. Braiker

Ernest M. Park
Ernest M. Park

Virginia M. Park
Virginia M. Park

Roberto R. Davila
ASSIGNOR / Roberto R. Davila

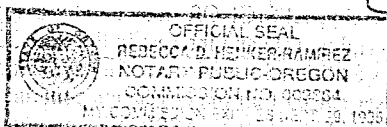
Sylvia R. Davila
Sylvia R. Davila

STATE OF OREGON)

COUNTY OF Klamath) ss.

On this day there personally appeared before me Roberto R. Davila and Sylvia R. Davila, 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 14th day of September, 1994.



Rebecca D. Henker Ramirez
Notary Public in and for the
State of Oregon
Residing at Homeb. Co.
My Commission Expires: 9-29-95

State of California

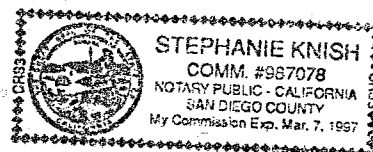
FURNISHED BY WESTLAND TITLE COMPANY

County of San DiegoOn November 22, 1994 before me, Stephanie Knishpersonally appeared Hal R. Braiker, Barbara W. Braiker, Ernest M. Park
and Virginia M. Park☐ personally known to me - OR - ☒ proved to me on the basis of satisfactoryevidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged to me that he/she/they
executed the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Stephanie Knish

SIGNATURE OF NOTARY



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER



INDIVIDUAL



CORPORATE OFFICER

TITLE(S)



PARTNER(S)



LIMITED



GENERAL



ATTORNEY -IN-FACT



TRUSTEE(S)



GUARDIAN/CONSERVATOR



OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Installment Land Contract

TITLE OR TYPE OF DOCUMENT

1 page, 2 sides

NUMBER OF PAGES

8-18-94

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 8th day
of Dec A.D., 19 94 at 3:46 o'clock P M., and duly recorded in Vol. M94
of Deeds on Page 37399

FEE \$40.00

By Evelyn Biehn County ClerkBy Pauline M. M... ..