

40074

FOR VALUE RECEIVED, the undersigned who is the beneficiary or his successor in interest under that certain trust deed dated July 13, 1992, executed and delivered by Richard N. Belcher and O-Ja Belcher, as Husband and Wife, As Tenants By The Entirety, grantee, to Mountain Title Company of Klamath County, Klamath, Oregon, trustee, in which as July 15, 1992, in book/real/volume No. M92 on page 15642 or as a file/microfilm/microfiche No. 47583 (Indicate which) of the Mortgage Records of Klamath County, Oregon, and unswayed real property in said county described as follows:

Lot 6 in Block 2 of Tract No. 1172, Shield Crest, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

hereby (reads, assigns, transfers and sets over to Kenny Masten and Ann Fallihee hereinafter called assignee, and assignee's heirs, personal representatives, successors and assigns, all his beneficial interest in and under said trust deed, together with the afove, moneys and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed. *See attached Addendum.

The undersigned hereby covenants to and with said assignee that the undersigned is the beneficiary or his successor in interest under said trust deed and is the owner and holder of the beneficial interest therein; that he has good right to sell, transfer and assign the same, and the note or other obligation secured thereby, and that the undersigned is not indebted to said assignee for any money or other consideration whatsoever.

In executing this instrument and whenever the content hereof so requires, the masculine gender includes the feminine and the number and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: April 28, 1997

Household Finance Corporation II

By: R.R. Garcia
R.R. Garcia, Vice President

If executed by a corporation,
this company is hereby

as the officer of the above is a corporation,
as its duly authorized agent.

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____

(SEAL)

My commission expires _____

STATE OF ILLINOIS

County of _____

This instrument was acknowledged before me on _____

by R.R. Garcia

as Vice President

of HOUSEHOLD FINANCE CORP. II

Veronica G. Turner
Notary Public in & for the State of Illinois

My commission expires _____

April 28

OFFICIAL SEAL
VERONICA G. TURNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/30/98

ASSIGNMENT OF TRUST DEED
BY BENEFICIARY

Assignor

to

Assignee

AFTER RECORDING RETURN TO

RECORDING OFFICE
COUNTY CLERK'S OFFICE
Klamath County, Oregon

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ PM, and recorded in book/real/volume No. _____ on page _____ or as a file/microfilm/microfiche No. _____, Record of Mortgages of said County.

In Witness my hand and seal of County aforesaid.

By _____ TITLE _____

By _____ TITLE _____ Deputy

19961

ADDENDUM TO ASSIGNMENT OF TRUST DEED

Kenny Masten and Ann Fallihee agree to indemnify and hold Household and the firm of Bishop & Lynch, P.S. and its attorneys and employees harmless from any claims by Richard N. Belcher and O-Ja Belcher, or the trustee in their bankruptcy arising out of the Revolving Loan Agreement and Deed of Trust, including any claims relating to the collection of said obligation. If Masten and Fallihee fail to perform under this agreement, and any of the indemnified parties must take action to enforce this agreement, they shall be liable to said party(ies) for attorneys' fees and expenses incurred with respect to said action. Masten and Fallihee further agree to release the firm of Bishop & Lynch, P.S. and its attorneys and employees from any claims relating to the handling of this transaction.

Household Finance Corporation and Bishop & Lynch, P.S. and their individual attorneys make no warranty or representation of any kind regarding the condition of the property or the title to the property which secures the obligation assigned. The Assignment shall be without warranty except that Household warrants that it has not assigned the note or deed of trust to any other party, and without recourse.

This agreement is contingent upon execution of the agreement by Household Finance Corporation; execution of this Agreement by Masten and Fallihee, approved by their attorney; and receipt of the Agreement at the offices of Bishop & Lynch, P.S. by 12:00 noon on April 29, 1997, together with the payoff funds in the form of cashier's check or certified funds payable to Household Finance Corporation.

By: Kenny Masten Household Finance Corporation II
Kenny Masten By: R.R. Garcia
R.R. Garcia, Vice President

By: Ann Fallihee
Ann Fallihee By: _____
Title: _____

Approved as to form:

By: Jerry Molatore
Jerry Molatore, Attorney for Masten and Fallihee

APR 25 '97 17:42

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TOTAL P.03
PAGE.03

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of J. Molatore the 26th day
of June A.D., 19 97 at 11:02 o'clock A.M., and duly recorded in Vol. M97
of Mortgages on Page 19960

FEE \$35.00

Return: J. Molatore
426 Main St.
KFO 97601

By: Bernetha G. Leisch
Bernetha G. Leisch, County Clerk