ASSIGNMENT VOLUM

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WJMW Properties, an Oregon Partnership, does hereby assign without recourse to Wilson C. Muhlheim, trustee, all of its right, title and interest in the Assignment of Account attached hereto.

WJMW Properties warrants to Wilson C. Muhlheim, trustee, that it has the right to make this assignment, that the assignment is made free of any liens or encumbrances, that it has not collected any part of the underlying debt and that none of the rights assigned hereby have been sold, transferred or assigned to any other person or entity. WJMW Properties make no other representations or warranties.

Dated this 28th day of July, 1997.

WJMW Properties

Its Managing Partner

W. S.

ASSIGNMENT OF ACCOUNT

Donald R. Crane, Attorney at Law, Assigner, does hereby assign unto WJMW Properties, an Oregon Partnership, Assignee, all of Assignor's right, title and interest in that certain account receivable wherein Donald R. Crane, Attorney at Law, is the Creditor and Alicia G. Manoix is the debtor and the payment of which said account is secured by that certain Trust Deed dated May 22, 1991, made by debtor to Assignor, a true copy of which is attached hereto as Exhibit A. Assignor further agrees to assign to Assignee Assignor's interest as the beneficiary of said Trust Deed.

Assignor represents to assignee that as of the date of this assignment, the unpaid principal balance of said account is \$4,018.00. The unpaid balance of the account earns interest at the rate of 9.0% per annum. Note: The said Trust Deed, Exhibit A, only secures the principal sum of \$2,500.00. Assignor agrees that Assignee will cooperate in the collection of said account, including testifying at trial. If Assignor is required to testify, Assignor shall be entitled to be compensated for his time in preparing for and testifying at trial at the rate of \$100.00 per hour. Assignor shall have no duty to prepare for or testify at trial until such time as Assignee has paid to Assignor a cash deposit of \$500.00.

The true consideration for this Assignment is the sum of \$1,200.00, receipt of which is hereby acknowledged by Assignor. Assignor's liability, if any, arising under this assignment shall be limited to the consideration paid for this Assignment.

Dated this 13th day of March, 1997.

Donald R Crane

The terms and conditions of this Assignment are accepted this 13th day of March, 1997.

WJMW Properties, an Oregon Partnership

Its Managing Partner

361 364

TRUST DEED

STEVENS-HESS LAW III Vi. mai Page 10644 3

Co Co Co Co Co				
THIS T	RUST DEED, made this day of May MANNIX, aka ALICJA G. MANNIX	, 19	91.,6	etween
as Grantor,	WILLIAM GANONG CRANE		ne Tructa	, a and
as Ronolicineu				•••••••

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

Lot 11 in Block 11 of Tract 1143, Resubdivision of a portion of Blocks 11, 12, 13, and 14, Buena Vista Addition, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon.

logether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connect tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the MAXIX attorney fees incurred and to be incurred, if the extensive tenement of the

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RECENTED AND A CONTROL OF THE PROPERTY OF THE

To protect the security of this trust deed, fruntal agrees:

1. To protect, preserve and maintain said property in goal condition
and repair, not to remove a denodaly any building or annuaction thereon
and repair not to remove a denodaly any building or annuaction thereon
and remaint or persist of said property.

2. To complete or restore promptly and in goal and worknowlike
manner any building or improvement which may be constructed, damaged or
3. To comply with all laws ordinances, regulations, rowmants, conditions and excitations allecting said property if the benchmary se requests to
join in executing such linearing statements pursuant to the Unioum Commervial Code as the boncheary one yrequire and to pay to libing same in the
proper public office or offices, as well as the yout of all now searches made
by lifting offices or searching agencies as two be deemed describe by
the benchedary.

4. To reovide and continuously maintain insurance on the buildings

5. to comply with all laws, ordinances, regulations, coveraints, conditions and restrictions allecting said property; if the benchmary is compest, to join in executing such linaming statements pursuant to the Unional Commercial Code as the benchmary and require and to pay ten ling same in the proper public office in offices, as well as the rost of all ion searches made by lining offices or searching agencies as may be deemed devaluable by libe benchmary.

3. To provide and continuously maintain insurance on the buildings not or hereafter viected on the state premises against loss in damage by lice and such office the latenty as the buildings not or hereafter viected on the state premises against loss in damage by lice and such other hazards as the buildings may from time to time require in an amount not less than 3. written in an amount not less than 3. written in an amount not less than 3. written in companies acceptable to the honeleisary with loss payable to the latent all publics of integration of the latent and publics of the tenediciary with loss payable to the latent all publics of other lengthings of the prediction of any publics of the henceliciary at least litteen days prior to the expiration of any publicy of instances now on hereafter placed on said buildings, the beneficiary may another the instrumer patient may be applied by hencificary upon any indeliteness second bench; and in such order as benchicary may determine, or at option of hencificary the entire amount set officers.

3. To keep said promises they from construction from and to pay all favors, assessments and other charges the one past dire or delinquent and promptly deliver receipts therefore any latent of the delinguent and promptly deliver receipts therefore any fact of least the remarks and any action and the amount of the delinguent and promptly deliver receipts therefore any part of such targes, payable by gravita, either charges he come post dire or delinquent and promptly deliver receipts therefore any part of such targes and paya

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any parties or all of said property shall be taken under the right of eminent diamain or condemnation, heart-iny shall have the right, if it so cheels, to require that all or only portion of the monies suyable or some parties of the amount required to pay all reasonable costs, expenses and attorney's less necessarily pail or incurred by grantor in such proceedings shall be paid to beneficiary and applied by it flust upon any reasonable costs and expenses and attorney's less, both in the trial and appellate courts, necessarily paid or memory's less, both in the trial and appellate courts, necessarily paid or memory's less, both in the trial and appellate courts, necessarily and or memory's less, both in the trial and appellate courts, necessarily in ordaning such consistency in historium said spread at wom expense, to 'cle such actions and received such instruments as shall be necessary in ordaning such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of hemotology and presentation at this deed and the note for endoscenium time case of full recurrey spaces, for cancellation), without allecting the lability of any person for the payment of the indebtodiess, trister may (a) consent to the making of any map or plat of said property. (b) join in

stanting any ensument or creating any restriction thereon, (e) pain in any substantian or other adjectment allocting this deed or the larn or charge thereo, (d) reconvey, without warranty, all or any part of the princety. The grants in any reconveyance may be discribed as the "pursum or press legally initial thereto," and the recutals choice of any matters or lacts shall be conclusive pand of the traditions thereof, Tractic's he has any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by kranter hereafter, boutdainly may drany time eithout notice, either the grant of her grant her either either the property of the pointed by court, and without cone by agent or his paragraph shall be not less thereby a recover or her appointed by a court, and without cone by agent or his passession of said grap sty or any part thereof in its min man and take passession of said grap sty or any part thereof in its min man age or otherwise collect the remaining these cores and reposit, and apply the same, less corts and represses of operation and collection, recluding the same less corts and expresses of operation and collection, recluding the same therefore any determine.

11 The catering upon and taking possession of said proparty, the cultivition of sing rents, issues and profits, in the process of the early other incurance policies or compensation or marads his my taking or damage of the property, and the application or release thereof as alternated shall not cure a write any adult to natice of default becomed to any indebtedness secured.

native say default to matter of default becomder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured beechy or in his performance of any agreement hereunder, time being of the essence with respect to such payment sudjor performance, the beneficiary and default and summa secured horsely immediately due and payable. In such an event the beneficiary at his elegation may proceed to foreclose this trust deed in soulty as a mortgage or direct the trustee to foreclose this trust deed in soulty as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by entire at law or in equity, which the beneficiary may have. In the event the boreliciary leets to foreclose by advertisement and sale, the beneficiary of the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall the time and place of sale, give notice thereof or the required by law and proceed to foreclose this trust deed in the manner movided in ORS 65.715 to 85.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so provinged by ORS 86.753, may crite the default or defaults. It the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be coved by paying the chiffation or trust deed. In any case, in addition to curing the default of them and the curie of the cure other than such portion as would not then be due had no default occurred. Any other default that it appaile of being cured may be cured by trendering the performance required ander the chiffation or trust deed. In any case, in addition to curing the default of the trust deed. In any case, in addition to curing the default of other

indethet with funce's and attorney's less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postgoned as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall differ to the purchaser its deed in form as required by law conveying the property so said, but without any governant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the trustledness thereof. Any person, excluding the trustee, but including the growth and beneficiary, may purchase at the sale.

15. When trustee sell, pursuant to the paners provided herrin, trustee shall apply the proceeded so tade to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustees strongs, (2) to the adhigation secured by the trust deed, (3) to est persons basing recorded here subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their printly and (4) the surplus. Beautifully, and (5) the Sandier was furnity, (6) the surplus and (6) the surplus.

surplus. If any, to the frontor or to his successor in interest entitled to such surplus.

16. Benelicity may from time to time appoint a successor or successors to any trustee named berein or to any successor trustee appointed bereinted. Upon such appointment, and without conveyance to the successor trustee, the latter shall be rested with all title, powers and duties conferred upon any trustee berein remoid or appointed hereunder. Each such appointment and substitution, shall be rested by written instrument executed by beneficiary, which, when recorded in the position instrument executed by beneficiary, which, when recorded in the position be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly esecuted and acknowledged is made a public record as provided by how. United is not obligated to notify any party bereto of pending sale under any other deed of tent of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The granter covenants and agrees to and with the heneliciary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, REGRECANT title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even it grantor is a natural person) are for husiness or commercial purposes.

This deed applies to, inures to the benefit of and hinds all parties hereto, their heirs, legaters, divisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledger, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine fender includes the leminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* temporary statics, polete by lining out, whichever womanty (6) or (b) it
not applicable; if warranty (a) is applicable and the beneficiary is a creditor
not applicable; if warranty ful is applicable Act and Regulation 7, the
as such word is defined in the Truth-in-Lending Act and Regulation Z, the
beneficiary MUST comply with the Act and Regulation by making requires
dissinguists. for this purpose use Sievens-Ness Form No. 1319, or equivalent
If compliance with the Act is not required, disregard this notice.
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 indictions in	,.(1	
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It the signer of the above it a corporation.

STATE OF OREGON,

STATE OF OREGON. County of

Countral Klamath This instrument was acknowledged before me on

This instrument was acknowledged before me of

.19 91, by Alicja 22 Mannix (18110 >

LILL But In Jane

Notary Public for Oregon

Notary Public for Oregon

(SEAL)

My commission expires:

(SEAL)

12-19-92 My commission expires:

> REQUEST FOR FULL RECONVEYANCE In he used only when obligations have been paid

> > Trustee

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You becelve are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

Beneficiary

Do not lose or destroy this frest Oood UR THE NOTE which it secures, both must be delivered to the trustee for concellation before reconveyance will be made.

TRUST DEED

STEVENS NESS LAW MIN ON PRINCE WAS

Alicia G. Mannix

STATE OF OREGON. County of Klamath ss.

Filed for record at request of:

Wilson C. Muhlheim

_ A.D., _1997_ on this 17th day of Sept. P. M. and duly recorded 1:09 o'clock_ of Mortgages Page 30466 in Vol. <u>M97</u>

Bernetha G. Letsch, County Clerk By Kuttlun

Rossi

\$13.00

Deputy.

STATE OF OREGON,

County of Klamath I certify that the within instrument was received for record on the 6th day

June , 19 9] of ... at 9:30 o'clock A.M., and recorded in book/reel/volume No. M91 on page 10644 or as fee/file/instrument/microfilm/reception No30249 Record of Mortgages of said County.

Witness my hand and seal of County offized.

Evelyn Biehn, County Clerk

By Banton A Hair rokste. Deputy

\$25.00