

45376

After recording mail to:  
Wilson C. Muhlheim  
Muhlheim Palmer & Wade, P.C.  
800 Willamette St., Suite 700  
Eugene, OR 97401

ASSIGNMENT

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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 28<sup>th</sup> day of July, 1997.

WJMW Properties

by Maurice J. Hanson  
Its Managing Partner

97 SEP 17 P1:09

25-662

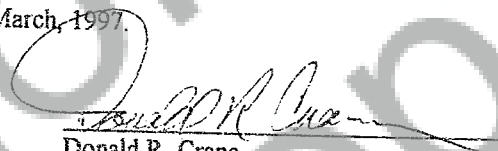
## ASSIGNMENT OF ACCOUNT

Donald R. Crane, Attorney at Law, Assignor, 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. Mannix 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

By   
Its Managing Partner



Vol. mag Page 10644

2-20-97 ordered foreclosure guaranty

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, ~~known and lawful~~ 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 if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, 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 gender includes the feminine 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.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor 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 required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on May 22, 1991 by Alicia G. Mannix

Notary Public for Oregon

(SEAL)

My commission expires: 12-19-92

STATE OF OREGON

County of

This instrument was acknowledged before me on 19 by

as of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

Trustee

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 hereby 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:

, 19

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW FIRM CO., PORTLAND, ORE.

Alicia G. Mannix

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Wilson C. Muhlheim

on this 17th day of Sept. A.D., 1997  
at 1:09 o'clock P.M. and duly recorded  
in Vol. M97 of Mortgages Page 30466

Bernetha G. Letsch, County Clerk

By Kottman Ross

\$13.00

Deputy

Fee. \$25.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 6th day of June, 1991 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 No. 30249. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By [Signature] Deputy