

MTC 77938-KR

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

2007-002700
Klamath County, Oregon



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02/15/2007 02:44:47 PM

Fee: \$31.00

ASSIGNMENT OF LAND SALE CONTRACT

DATE: February 14, 2007

PARTIES: WC Ranch, Inc., dba Harvest Ford
17356 Hill Road
Klamath Falls, OR 97603

"Assignor"

and

South Valley Bank & Trust
P. O. Box 5210
Klamath Falls, OR 97601

"Assignee"

RECITALS:

A. Assignor has borrowed funds from Assignee and in consideration of said loan has cross-collateralized the loan with other loans from Assignee to Assignor. Assignor also grants a security interest in the real property described hereafter, which is subject to a contract of sale and Assignor holds the vendor's interest in the contract of sale.

B. Assignor assigns its interest in the Land Sale Contract and all other interests in the real property described herein, as security for faithful performance of the monetary and other obligations owed from Assignor to Assignee.

AGREEMENT:

SECTION I. ASSIGNMENT:

1.1 For value received by Assignor from Assignee, Assignor does hereby grant, bargain, sell and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in the following interest in real property:

Lot 5, Section 21; that portion of the NE SE of Section 21 lying Southerly of Hill Road; all that portion of the NE1/4 SE1/4 of Section 21; and all that portion of the NW1/4 SW1/4 of Section 22, lying South of the County Road, all in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT the right of way for the Burlington Northern Railroad, AND EXCEPT THE USBR "G" Canal.

1.2 The Assignor warrants that the amount of \$ 47,203.10 * * * * * is now owed by Assignor under the encumbrance and that the Assignor will pay when due all obligations and perform all other covenants imposed by said encumbrance.

1.3 The Assignor appoints the Assignee attorney-in-fact with full power of substitution to enforce the obligations of the above-mentioned interests in real property. Assignor also grants Assignee the right to assume the rights and obligations of Assignor in the encumbrance and Assignor agrees to pay and indemnify Assignee. In the event the Assignee pays or performs any obligation of the Assignor contained in the encumbrance the

31.00

Assignee shall be entitled to add the sums so paid, plus interest at the rate of the Note, to the sums due on the Note, which sums shall be immediately due and payable at the option of the Assignee. As part of the loan agreement, Assignee holds \$58,000 in Money Market Account No. 830854239. The purpose of the deposit account is to provide a source of payment for the underlying Land Sale Contract referred to herein. No other use may be made by Assignor without the express written authorization of Assignee.

SECTION 2. CONVEYANCE:

Assignor has granted, among other interests, a trust deed to Assignee in the subject real property.

SECTION 3. PURPOSE:

This conveyance is intended as an assignment of the Land Sale Contract to secure performance of the covenants and agreements contained herein which includes a promissory note, loan agreement and trust deed for South Valley Bank & Trust Loan No. 830840254. All other documents relating to this loan are referred to as "the Related Documents."

SECTION 4. WARRANTY OF TITLE:

At the time of execution and delivery of this Assignment, Assignor is the owner of the vendee's interest in the Premises, subject to no other rights or encumbrances except as set forth in the attached exceptions. Assignor has the right and authority to mortgage the Premises as provided in this Assignment, and the fee title to the Premises, when received by the Assignor will be free and clear of liens and encumbrances, except as set forth in the attached exceptions. Assignor will defend Assignee's rights against any liens and encumbrances other than those listed in this Assignment.

SECTION 5. PAYMENT AND PERFORMANCE:

Assignor will pay when due the obligations and perform all of the obligations contained in the Related Documents in accordance with the terms thereof. Assignor will strictly perform all obligations of this Assignment and of any loan agreement or security agreement executed in connection with the indebtedness secured by this Assignment. Assignor will promptly comply with all existing or future laws, orders and regulations of all state, federal, municipal and local governments or any similar bodies affecting the Premises or its use.

SECTION 6. ASSIGNMENT OF ISSUES AND PROFITS:

Assignor hereby assigns and transfers to Assignee the issues and profits, together with full power and authority to demand, sue for and collect the same in the name of Assignor, or in its own name, and to take possession of and manage the Premises or to cause a receiver to be appointed for such purpose and apply the income therefrom, after the costs of collection and management, to the reduction of the indebtedness secured hereby. The Assignor, by this Agreement, grants to the Assignee full power of attorney to sign Assignor's name upon any escrow instructions which the Assignee deems necessary or advisable to perfect its interest in the collateral above described.

SECTION 7. DEFAULT:

7.1 Events of Default: The occurrence of any one or more of the events of default set forth in the Related Documents shall constitute an event of default of this agreement.

7.2 Remedies on Default. If any default occurs, Assignee may enforce the terms of the Related Documents and foreclose this interest the same as an interest in a deed of trust.

SECTION 8. ATTORNEY FEES AND OTHER COSTS:

In the event suit or action is begun to foreclose this Assignment, Assignor will pay, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable attorney fees in such suit or action, or any appeal therefrom, including reasonable attorney's fees incurred on behalf of Assignee in any bankruptcy proceeding of the Assignor, or concerning any interest in the real property described herein, including but not limited to matters relating to relief from stay, valuation, lien priority, lien avoidance, reaffirmation, confirmation and discharge. Assignor will also pay such sums as the court may adjudge reasonable for the necessary examination and search of the public records respecting the title to the Premises. The plaintiff in such suit or action may take judgment therein for such sums. Assignor will pay to Assignee all sums, including costs, expenses and reasonable agent and attorney fees, which Assignee may expend or become obligated for in any proceedings, legal or otherwise, involving the title to the Premises, or to establish, protect or sustain the lien of this Assignment, or its priority, or in defending against liens, claims, rights, estates, easements or restrictions, or for evidences of title to the Premises. Interest shall be paid to Assignee on all such sums as the rate then payable on the indebtedness secured hereby. This Assignment shall stand as security for payment of these sums and interest in like manner and effect as for payment of the indebtedness secured.

SECTION 9. ADDITIONAL AGREEMENTS:

9.1 The parties have entered into additional agreements intended to be a part of this transaction, including trust deeds on the same property described herein. The intent of the parties is to have the documents construed as a whole, giving full weight to all of the documents to the transaction. In the event the additional agreements have provisions contrary to this agreement, which are not supplemental, the provisions of this agreement shall control.

SECTION 10. APPLICABLE LAW:

The law of the State of Oregon shall govern this Assignment and any questions arising hereunder shall be construed or determined according to such laws.

THE ASSIGNOR has executed this Agreement as of the date first written.

WC RANCH, INC., an Oregon
corporation, dba Harvest Ford

By

Name: JOHN W. DEY
Title: SEC

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 14th day of February, 2007, the above named John W. Dey as Secretary of WC Ranch, Inc. and acknowledged the foregoing instrument to be its voluntary act and deed.



Kristi L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2007