MTC 95193 DS

RECORDATION REQUESTED BY:

Zions First National Bank c/o Zions Agricultural Finance 500 Fifth Street Ames, IA 50010-6063

WHEN RECORDED MAIL TO:

Zions Agricultural Finance 500 Fifth Street Ames, IA 50010-6063 2012-013953

Klamath County, Oregon 12/14/2012 12:10:07 PM

Fee: \$47.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 21213321

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

THIS ASSIGNMENT entered into this 3rd day of December, 2012, by and between Zions First National Bank (hereinafter referred to as "Assignor") and U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs, (hereinafter referred to as "Assignee").

RECITALS

- 1. Assignor is the owner and holder of a Note dated **December 3, 2012**, in the original principal amount of \$1,000,000.00 (the "Note"). The Note is secured by a Mortgage/Deed of Trust executed by **Stuart Graham and Grace Graham**, **husband and wife**; and **John C. Ward and Sheri L. Ward**, **husband and wife**, to Assignor and duly filed for record in the office of the **Recorders of Klamath County and Lake County**, **State of Oregon**, concurrently herewith covering real property described in **Exhibit "A"** attached hereto and incorporated herein.
 - 2. Assignor has the lawful right to endorse the Note and assign the Mortgage/Deed of Trust to Assignee.
 - 3. Assignee desires to purchase the Note and have assigned to it all security instruments held by Assignor securing repayment of the Note including, but not limited to the Mortgage/Deed of Trust.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby sell, assign, transfer, convey, endorse, set over and deliver to Assignee the Mortgage/Deed of Trust together with the Note, debt and claim secured by said Mortgage/Deed of Trust, and all liens, collateral assignments, powers of attorney to transfer stock and security instruments created under, with or related to the Mortgage/Deed of Trust or the Note.

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2. The Assignor does represent and warrant that it is the owner of the Mortgage/Deed of Trust and Note secured thereby and fully authorized and empowered to make the Assignment contained herein.

IN WITNESS WHEREOF, this Assignment is executed the date above indicated.

ZIONS FIRST NATIONAL BANK

 $\mathbf{R}\mathbf{v}$

Paul G. Knop, Vice President

STATE OF IOWA

(SS.

COUNTY OF STORY

On this 3rd day of December, 2012, before me a Notary Public in and for said State, personally appeared Paul G. Knop, to me personally known, who being by me duly sworn, did say that he is Vice President of Zions First National Bank, a National Banking Association, named in the foregoing instrument; that no seal has been procured by said national banking association, and that said instrument was signed on behalf of the said national banking association by authority of its Board of Directors, and the said Paul G. Knop acknowledged the execution of said instrument to be the voluntary act and deed of said National Banking Association.

WITNESS my signature and official seal the day and year aforesaid, at Ames, Iowa.

BERTHA M. SCALLON Commission Number 198015 My Commission Expires August 20, 2013 Bertha M. Scallon

Notary Public in and for the State of Iowa My commission expires August 20, 2013

EXHIBIT "A"

Real estate located in the Counties of Klamath and Lake and State of Oregon, to-wit:

Klamath County:

Parcels 1, 2, and 3 of Final Partition Map #24-92, said Partition being located in Sections 13, 14, 15, 23, 24, 25 and 26 of Township 37 South, Range 15 East, Willamette Meridian, Klamath County, Oregon, and in Section 30, Township 37 South, Range 16 East, Lake County, Willamette Meridian. EXCEPT that portion of said Parcel 1 lying in Lake County, Oregon; AND EXCEPT that certain strip of land 100 feet wide conveyed to Bly Logging Company by Deed recorded July 31, 1929 in Volume 87, page 513, Deed Records of Klamath County, Oregon, and as delineated on the face of said Final Partition Map; AND EXCEPT those portions conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded August 8, 1995 in Volume M95, page 20941, Microfilm Records of Klamath County, Oregon; AND EXCEPT that portion of said Parcel 3 in Section 15, Township 37 South, Range 15 East, Klamath County, Oregon, lying Southerly of State Highway 140 as conveyed to Danny Baio by deed recorded March 10, 1999 in Volume M99, page 8512, Microfilm Records of Klamath County, Oregon.

Lake County:

In the County of Lake, State of Oregon, as follows:

Township 37 South, Range 16 East of the Willamette Meridian,

Section 30:

Government Lots 2 and 3;

The SE1/4 of the NW1/4;

The NE1/4 of the SW1/4; EXCEPTING THEREFROM,

That portion deeded to the State of Oregon, by and through its Department of Transportation, highway Division, recorded August 23, 1988 in Book 210 at Page 143 and recorded August 2, 1995, in Book 230 at page 128, Lake County Deed

Records, Oregon