

**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

2013-007347

Klamath County, Oregon 06/27/2013 11:12:24 AM

Fee: \$47.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 21301265

# ASSIGNMENT OF MORTGAGE/DEED OF TRUST

THIS ASSIGNMENT entered into this 18th day of June, 2013, 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

- Assignor is the owner and holder of a Note dated June 18, 2013, in the original principal amount of \$1,530,000.00 (the "Note"). The Note is secured by a Mortgage/Deed of Trust executed by DAVID R. MCLIN and DEBBIE A. MCLIN, not personally but as Trustees on behalf of MCLIN FAMILY TRUST dated June 30, 2008 (a/k/a David R. McLin and Debbie A. McLin, Trustees, or their Successors in Trust, under the McLin Family Trust dated June 30, 2008), to Assignor and duly filed for record in the office of the Recorder of Klamath 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.
- 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:

47 AMT

- 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.
- 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

By:

Hugh A. Marsden, Vice President

STATE OF IOWA ) ( SS. COUNTY OF STORY )

On this 18<sup>th</sup> day of June, 2013, before me a Notary Public in and for said State, personally appeared Hugh A. Marsden, 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 Hugh A. Marsden 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 County of Klamath and State of Oregon, to-wit:

## Parcel 1:

Parcels 1 and 2 of Land Partition 24-08, being a replat of Parcel 1 of Minor Land Partition 37-85, situated in the E1/2 E1/2 of Section 31, Section 32, Township 38 South, Range 11 1/2 East, Willamette Meridian, and the N1/2 N1/2 of Section 5, Township 39 South, Range 11 1/2 East, Willamette Meridian, Klamath County, Oregon.

# Parcel 2:

A portion of Section 32, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of Section 32 at its intersection with the Northerly right of way line of the O.C.&E. Railroad, from which point the 1/4 corner common to Sections 31 and 32 bears South 0°30'08" West, 627.87 feet distant; thence along the section line North 0°30'08" East 654.38 feet to a point on the Southerly right of way line of Highway 140; thence along said right of way line North 87°48'03" East 221.63 feet; thence leaving said right of way line South 0°58'27" East 663.55 feet to a point on the Northerly right of way line of the O.C.&E. Railroad; thence along said right of way line North 89°51'30" West 238.48 feet to the point of beginning.

## Parcel 3:

The SW1/4 of the NE1/4, the S1/2 of the NW1/4, lying South of the O. C. & E. Railroad and State Highway 140 Klamath Falls Lakeview Highway and the SW1/4 and the W1/2 of the SE1/4 in Section 33, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.