

2025-006710

Klamath County, Oregon



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08/01/2025 11:17:42 AM

Fee: \$97.00

Record and Return to:

Normandy Corporation
46 Prince St.
Rochester, NY 14607
(NFC3528)

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS INSTRUMENT, made this *13th* day of *July* 2025, between **Normandy Corporation**, 46 Prince St., Rochester, NY 14607 ("Assignor"), and **Canandaigua National Bank and Trust Company**, 72 S. Main St., Canandaigua, NY 14424 ("Assignee").

WITNESSETH, that the Assignor, for goods and valuable consideration in hand paid by the Assignee, has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey to the Assignee its interest in the Deed of Trust described in Schedule "A" attached hereto and made part hereof:

TOGETHER WITH the note or bond accompanying said mortgage and therein referred to, and any and all sums of money due and to become due thereon, and any and all such documents and instruments evidencing, governing, securing and guaranteeing the indebtedness evidenced by said note and mortgage;

THIS ASSIGNMENT is made as collateral security for the payment by the Assignor to the Assignee of any and all indebtedness now existing or which hereafter may accrue or be incurred in favor of the Assignee against said Assignor, either as maker or endorser of promissory notes or otherwise, and in case the Assignor shall well and truly pay or cause to be paid unto the Assignee any and all such indebtedness, together with any and all interest thereon and any and all reasonable and proper costs and damages caused to or suffered by the Assignee by reason of such indebtedness, then and in the event the Assignee shall upon demand execute and deliver to the Assignor a reassignment of said bond and Deed of Trust.

PROVIDED FURTHER, that during the continuance of this agreement and unless there is a default by Assignor in the payment of any and all said indebtedness, interest, costs and damages, the Assignor shall have full power and authority to enforce and collect said note or bond and Deed of Trust, according to the terms thereof, and in case after a default by Assignor, the Assignee, its successors or assigns shall collect and receive the money due on said note or bond and Deed of Trust hereby assigned, then and in the event the Assignee shall, after retaining the amount of any such indebtedness, including interest thereon and charges arising or growing out of the same as above specified, pay the balance or surplus, if any, to the Assignor, its successors or assigns.

PROVIDED FURTHER, that upon non-payment by said Assignor of any indebtedness, interest, costs, damages or liability of any kind owing by said Assignor to said Assignee as and when the same is due and payable, the Assignee may, at any time in its discretion, and without demand or notice of any kind to the Assignor, sell the said note or bond and Deed of Trust, free and clear from any

right of redemption by the Assignor, which right of redemption is expressly waived, and execute and deliver to the purchaser an assignment of said note or bond and Deed of Trust. The proceeds of said sale, after deducting the expenses of said sale, shall be applied to the payment of any said indebtedness, interest, costs or damages owing to the Assignee from the Assignor; the balance, if any there shall be, shall be paid to the Assignor, its successors or assigns. The discretion of the Assignee as to the fair value of said note or bond and Deed of Trust upon such sale shall be binding upon the Assignor, its successors or assigns; and the Assignor shall remain liable to the Assignee for any deficiency arising upon such sale.

Normandy Corporation

BY Donna Manicone

Donna Manicone

ITS: Senior Vice President

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer of the day and year first above written.

**STATE OF NEW YORK)
COUNTY OF MONROE) SS:**

On this 23rd day of July, 2025, before me, the undersigned, personally appeared Donna Manicone, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, the person or entity upon behalf of which the individual acted, executed this instrument.

MARCY DAVIS MCHUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6134Z26
Qualified in Monroe County
My Commission Expires 09-26-25

Marcy Davis McHugh

SCHEDULE "A"

Deed of Trust from **Diane M. Cina** as to an undivided $\frac{1}{2}$ interest and **Brian Lucas**, as to an undivided $\frac{1}{2}$ interest, as tenants in common to **Normandy Corporation** dated July 1, 2025, and recorded July 7, 2025 as Document No. 2025-005737 in the Official Records of Klamath County, Oregon, with a maximum principal indebtedness secured thereby in the amount of \$580,000.00.

Lot 21, Block 2, Tract 1119, Leisure Woods, Unit 2

Address known as: 141839 Elk Haven Way, Crescent Lake, OR
97733