

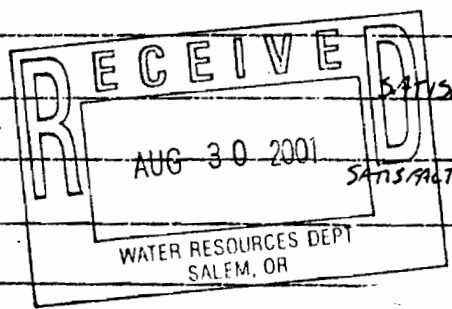
2018-243

Part of 2618-41

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTY LAKE COUNTY ASSESSOR

1893
26 26 18 31 700 24-01

TAX MAP NUMBER	SEC. 1/4 1/2 3/4	TAX LOT NUMBER	TYPE REAL PROP.	SPEC. ENT. IN PROP.	CODE AREA NUMBER	FORMERLY PART OF T.L. NO.		ACRES REMAINING
						Date of Entry on this Card	DEED RECORD Book Page	
Morici, Anthony C.						2/18/71	137 578	85.07
except: W/2 SW/4 SW/4								57.54 75.17
ALSO: (Formerly T.L. 600) BEING								
Sec. 31 W/2 SW/4 SW/4						1-7-75	Request	75.07
						5-19-79	180 286	
NOEZIGER, Vert E. 100% J.						10-10-79	181 328	
NOEZIGER, Verlet Opal J. 1/2 ENT.							185	
NOEZIGER, Leo D & Alvelda 1/2 ENT.						11-20-80	186 587	
EXCEPT: PARCEL 701 17.53						2-24-81	187 74	57.54
1/2 NOEZIGER, TERRY LEE						1-8-81	187 259	
C. M. W. S. L. E.						2-24-81	187 313	
Amended Cert						4-24-81	188 282	
" " Mid State R.O.W.						5-9-81	188 445	
NOEZIGER, Leo D & Alvelda 1/2 Agreement						6-18-81	188 419	
1/2 NOEZIGER, TERRY LEE & Connie Sue						11-24-82	193 183	
1/2 NOEZIGER TERRY LEE & TOMMY LYNN						7-18-83	195 577	
1/4 NOEZIGER, TOMMY LYNN & JILL						4-25-84	197 716	✓
						M 5-19-86	085 038	
						M 3-21-88	087 508	
						M 6-22-89	089 774	782
						M 3-22-90	090 014	
						M 2-9-91	094 414	
SATISFACTION						10-24-96	235 341	
						M 10-25-96	106 835	
						M 11-4-96	107 25	
SATISFACTION						11-6-96	235 435	



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2618-43

part of
part of
2618-65

OFFICIAL RECORD OF DESCRIPTIONS
OF REAL PROPERTY
LAKE COUNTY ASSESSOR

19
26

1892

26 18 31

500

24-01

TWP. S. RGE.	SEC.	1/41/16	TAX LOT	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER	FORMERLY PART OF T.L. NO.		
ACCOUNT NUMBER							Date of Entry on this Card	GENL. RECORD Year Instr.	ACRES REMAINING

4	Morici, Rose T.	2/18/71	137	576	74.92		
11	MORICI, ANTHONY C.	10-27-78	177	419			
	NOEZIGER, VERLE E. & OPAL J.	10-10-79	181	328			
	NOEZIGER, VERLE E. & OPAL 1/2 INT.	B+S					
	NOEZIGER, LEO D. & ALICIA 1/2 INT.	11-20-80	186	587			
	Correction Deed	1-8-81	187	259			
3	1/2 NOEZIGER, TERRY LEE & CONNIE SUE	Cont. 1-22-81	187	313			
De	AMENDED Cont.	1-18-81	188	282			
1/2	1/2 NOEZIGER, Tommy Lynn & Jill	4-24-81	188	284			
	AMENDED Cont.	5-9-81	188	445			
	Midstate R.O.W.	5-9-81	188	419			
	" " Aggmt.	6-18-81	183	704			
	NOEZIGER, LEO D. & ALICIA	B+S					
	1/2 TERRY LEE & CONNIE SUE	11-24-82	193	483			
	SEE ASCNMT	4-25-84	197	716			
	1/2 NOEZIGER, TOMMY LYNN & JILL						
	EXCEPT: Co Rd ROW 0.91	10-4-85			74.01		
	M 5-19-86	085	038				
	M 1-14-87	086	163				
	M 3-21-88	087	308				
	M 6-22-89	084	774				
					782		
	M 3-22-90	090	014				
	M 12-9-95	079	114				
	SATISFACTION	11-6-96	025	435			
	M 11-4-96	107	25				

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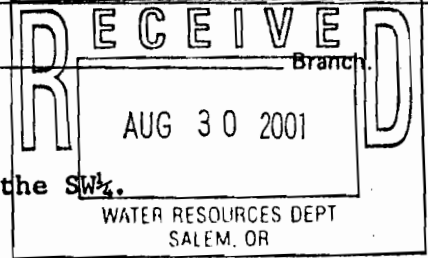
BUYER'S SECURITY ASSIGNMENT OF LAND SALE CONTRACT

DATE: April 2, 1984

ASSIGNOR (hereinafter called "Buyer"): Terry Lee Nofziger and Connie Sue Nofziger

DEBTOR: Buyers and Tommy Lynn Nofziger and Jill Nofziger
(insert "Buyer", name of other Debtor, or both, as appropriate)

ASSIGNEE: UNITED STATES NATIONAL BANK OF OREGON, LaPine



The Buyer is the purchaser of certain property described as follows:

Township 26 South, Range 18 East.

Section 31: SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and N $\frac{1}{2}$ of the SW $\frac{1}{4}$.

Township 26 South, Range 16 East.

Section 11: NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

(hereinafter called the "Property") under a land sale contract dated January 21, 1981 in which the sellers are *Verl E Nofziger and Opal J Nofziger and Leo D Nofziger and Alvera N Nofziger (hereinafter called the "Sellers"), and which is recorded in Book 187, at Page 313, Lake County Records (hereinafter called the "Contract"). *See attached schedule "A".

1. Assignment. For value received, Buyer hereby assigns mortgages, and conveys to UNITED STATES NATIONAL BANK OF OREGON (hereinafter called "Bank") all of its right, title and interest in and to the Property, and in, to, and under the Contract. The Property and the assigned Contract are the "Security" referred to in this Assignment.

2. Indebtedness. The assignment, mortgage, and conveyance of the Security made to Bank by Buyer is to secure the performance of all duties owed to Bank under this Assignment and under other agreements securing or relating to the indebtedness described below, and the payment of the following obligations, all of which are hereinafter called the "Indebtedness:"

2.1 The principal and interest of a note of Debtor to Bank in the original principal amount of \$_____ dated _____, 19____, (hereinafter called the "Note"), on which the final payment is due on _____, 19____, and all modifications and renewals thereof. See attachment in addition to 2.1.

2.2 All sums that Bank may expend in protecting its rights in the Security, all cost of collection, and attorneys' fees, including any incurred on appeal, with interest.

2.3 The principal and interest of all other indebtedness of Debtor to Bank, whether now existing or hereafter incurred, direct or indirect, absolute or contingent, due or to become due, joint or several, including without limitation obligations as guarantor, accommodation maker, or endorser, and future advances of all kinds.

3. Buyer's Covenants. Until the Indebtedness is paid in full and this Assignment is fully satisfied, Buyer agrees that it shall be obligated and responsible for the following:

3.1 All payments and obligations of Buyer under the Contract shall be promptly and fully paid and performed, and all taxes, assessments, liens and encumbrances of all kinds in connection with, on, or affecting the Property and any other property subject to this Assignment shall be paid promptly when due; and if not so paid or performed, the Bank shall have the option of paying and/or performing the same, and may either add the cost to the principal of the Note or may treat the cost as a separate part of the Indebtedness payable on demand and bearing interest at any rate specified by Bank that does not exceed any maximum rate set by applicable law.

3.2 The Property shall be kept covered with fire and extended coverage insurance and any other insurance required by the Bank, in an amount sufficient to pay the unpaid balance of the Indebtedness or the value of the Security, with Bank's standard mortgage endorsement if Bank requests. If not so covered, the Bank shall have the option of purchasing such coverage (at Bank's option naming Bank as the co-insured or the only insured) and may either add the cost to the principal of the Note or may treat the cost as a separate part of the Indebtedness payable on demand and bearing interest at any rate specified by Bank that does not exceed any maximum rate set by applicable law.

3.3 The Property shall be maintained in good order and repair. No waste thereof shall be committed or suffered, and one of the improvements be removed. Buyer shall do all things reasonably within Buyer's power that are necessary to prevent rents or conditions that would adversely affect the value of the security.

3.4 During the term of this Assignment, any additions or improvements to the Property shall be part of the Security included in this Assignment.

3.5 If any litigation is begun to foreclose this Assignment, or if there should be any appeal therefrom, or if Buyer or any of the Security should become the subject of any bankruptcy proceeding, then Buyer agrees to pay all court costs and disbursements allowed by law, and such sums as the court may adjudge reasonable as attorneys' fees. All such sums will draw interest at the same rate as the Note.

4. Condemnation. Unless the Contract expressly provides otherwise, Buyer shall be responsible to defend any condemnation action affecting any part of the Security. The net proceeds of any award, after deducting actual and reasonable costs, expenses and attorneys' fees incurred by Buyer in the action and any amounts paid to Seller or used to repair the Property pursuant to an express requirement of the Contract, shall be paid to Bank for application to the Indebtedness.

5. Release. After full payment of the Indebtedness by Buyer, Bank shall release this Assignment and, upon written demand of Buyer, will terminate its financing statements affecting the Security.

6. Events of Default. The following are Events of Default:

6.1 Any payment of principal or interest due on the Note, or on any other part of the Indebtedness, is not paid when due.

6.2 Buyer's or Debtor's failure to pay debts as they become due; appointment of a receiver for any part of Buyer's or Debtor's assets; assignment by Buyer or Debtor for the benefit of creditors; or the commencement of any proceedings under any bankruptcy or insolvency law by or against Buyer or Debtor.

6.3 Death of any Buyer or Debtor who is a natural person, or dissolution or termination of existence of any Buyer or Debtor which is not a natural person.

6.4 Any default under the Contract, or any event or condition not cured within 10 days which, with the lapse of time or the giving of notice, would constitute a default under the Contract, or would justify a declaration of default under the Contract, whether or not waived by the Sellers under the Contract, or any failure of Buyer to notify Bank of such a default, event, or condition.

6.5 Default by Sellers, or any predecessors in title of Sellers, as vendee under any contract of sale, grantor of any Trust Deed, or mortgagor of any mortgage, on the Property, unless the vendor, beneficiary, or mortgagee has, prior to the default, delivered to Bank an agreement acceptable to Bank subordinating his lien or interest to Bank's.

6.6 Failure of the Buyer to perform any other covenant of this Assignment or cure any condition prohibited by this Assignment within 15 days after Bank mails or, at Bank's option, delivers written notice specifying the covenant or condition.

6.7 Default by Buyer or Debtor under any other Note or loan agreement to which Buyer or Debtor is a party or by which Buyer or Debtor is bound.

7. Rights Upon Default. After the occurrence of any Event of Default, the Bank may at Bank's option exercise any one or more of the following rights and remedies:

7.1 The right, without notice, presentment, or demand to declare the entire Indebtedness immediately due and payable.

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... breach of any provision of this Contract shall not constitute a waiver of, or prejudice the Bank's right to demand strict compliance with, that provision or any other provision. Buyer waives presentment demand, notice and protest with regard to any part of the Indebtedness. Bank may exchange or release the Security, or other collateral granted by any person with respect to the Indebtedness, or may realize upon and apply any of the Security or other collateral it may have with respect to the Indebtedness in any manner and in any order, without affecting Bank's rights to realize upon and apply the proceeds of the Security.

9. **Bank Not Liable.** The Bank, by accepting this Assignment, or in its discretion performing any of Buyer's obligations under the Contract or under this Assignment, does not assume any liability or responsibility to continue performance of those obligations or to perform any of Buyer's other obligations under the Contract.

10. **Debtor's Signature.** If Buyer and Debtor are not the same, Debtor's signature is Debtor's agreement to those provisions that may affect Debtor. This Assignment does not confer upon Debtor any interest in the Property or in the Contract.

11. **Special Provisions.** None.

7.3 With respect to any personal property Security, the rights and remedies of a secured party under the Uniform Commercial Code, as well as those stated herein. The Bank may without notice take possession of all personal property Security not already in its possession and/or require Buyer to assemble it and turn it over to Bank at a reasonably convenient place designated by the Bank, and Buyer will do so. Although the Bank may in its discretion and without liability do so, the Bank shall have no duty to take any action to preserve rights against any party to the Contract, to instruments, or to other part of the Security that is personal property in its possession, either before or after default; and Bank shall have no duty whatsoever with respect to personal property Security in its possession beyond the use of ordinary reasonable care in its physical custody and preservation. The Bank may retain personal property Security in satisfaction of the indebtedness, or may sell or otherwise dispose of such personal property at either public or private sale, first giving Buyer 10 days' notice of the date and place of public sale or of the date after which private sale may be made. The Buyer agrees that 10 days' notice is reasonable notice. The Buyer shall be liable for any deficiency and the Bank shall account for any surplus.

7.4 In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Security, separately or at once. The Bank shall be entitled to purchase all or any portion of the Security at any public sale, or at any judicial or sheriff's sale.

7.5 Any other rights and remedies Bank may have under law or other agreements.

Executed and delivered to Bank effective on the date stated above.

x Terry Lee Nofziger
Signature of Buyer Terry Lee Nofziger
x Connie Sue Nofziger
Signature of Buyer Connie Sue Nofziger
x Tommy Lynn Nofziger
Signature of Debtor (if Buyer and Debtor are not the same) Tommy Lynn Nofziger
x Jill Nofziger
Jill Nofziger
April 2, 1984

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)
County of Linn) ss.

Personally appeared the above-named, Tommy Lynn Nofziger & Jill Nofziger and acknowledged the foregoing Assignment to be their (his/her/their) voluntary act.

Before me:

Mary Lou Hunter
Notary Public for Oregon
My commission expires: Nov. 2, 1984

CORPORATE ACKNOWLEDGEMENT

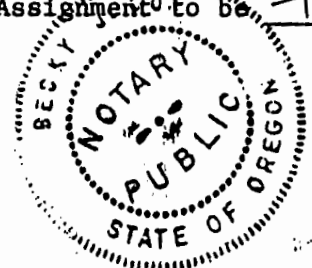
STATE OF OREGON)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named, Terry Lee Nofziger & Connie Sue Nofziger and acknowledged the foregoing Assignment to be Their voluntary act.

Before me:



Becky Cox
Notary Public for Oregon
My commission expires: May 13, 1985

That the foregoing Assignment was signed on behalf of said partnership by authority thereof; and acknowledged said instrument its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

must complete the appropriate acknowledgement. Attach an appropriate Acknowledgement of Debtor, if Debtor is not the Buyer.)

Record Assignment in Real Property Records, and file UCC statements describing Contract assigned. Obtain Seller's Consent to Assignment with right of Bank to notice of and opportunity to cure Buyer's default. See Commercial Loan Handbook for instructions on use of this form.

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