

above mentioned, and authorize and direct the sellers to convey to the assignee the real property above described upon assignee's performance of the terms of said contract to be kept and performed by assignors.

2. Sellers hereby consent to the foregoing assignment and assignee hereby assumes and agrees to pay the balance due to sellers upon the purchase price of said real property in accordance with the terms of said contract, being the sum of \$5600.00 with interest thereon at the rate of six per cent per annum from May 2, 1955, and assignee also assumes and agrees to perform the other terms and provisions of said contract to be kept and performed by the purchaser thereunder.

3. Sellers have contemporaneously herewith executed a warranty deed conveying the above described real property to assignee, which warranty deed is to be deposited in escrow in The United States National Bank of Portland, Klamath Falls Branch, together with a copy of this agreement. Said bank shall hold said warranty deed and deliver the same to the assignee upon the full payment of the balance of the purchase price and interest as required under said contract.

In the event of the failure of the assignee to make any of said payments within 30 days of the due date thereof, sellers shall have the right to demand and receive said warranty deed from said bank. Said bank shall disburse any moneys received by it in accordance with the directions of the sellers. The sellers and assignee agree to execute such form of escrow instructions as said bank may require as a condition to the acceptance of said escrow and the sellers shall pay one-half of the bank's escrow charge and the assignee shall pay the other half of the bank's escrow charge.

4. Except as hereby amended, said contract of May 2, 1955 shall continue in full force and effect between sellers and assignee.

WITNESS OUR HANDS AND SEALS the day and year first hereinabove

Assignment and Amendment of Contract

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written.

L. Glenger (SEAL)

Elvine P. Glenger (SEAL)

Sellers

Henry J. Davis (SEAL)

Evelyn G. Davis (SEAL)

Assignors

SIMPLIOT-DEVORE LUMBER CO.

By E. B. DeVoe

Vice-President

Assignee

STATE OF OREGON

County of Klamath

January 23, 1956 personally appeared the above named L. Glenger and Elvine P. Glenger, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon

My commission expires Jan 14, 1958

STATE OF OREGON

County of Jackson

January 20, 1956 personally appeared the above named Henry J. Davis and Evelyn G. Davis, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon

My commission expires Aug 24, 1957

STATE OF OREGON

County of Jackson

January 21, 1956, before me, personally appeared E. B. DeVoe, who acknowledged himself to be the vice-president of Simpliot-DeVoe Lumber Co., an Oregon corporation, and that he as such vice-president being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as vice-president. Witness my hand and official seal.

Notary Public for Oregon

My commission expires Aug 24, 1957

Assignment and Amendment of Contract

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