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Vol. M-66 Page 11218

ASSIGNMENT

1 Know all men by these presents:

2 That for and in consideration of the sum of TEN AND NO/100  
3 (\$10.00) DOLLARS and other valuable consideration, the receipt of  
4 which is hereby acknowledged, Richard J. Smith and Barbara A. Smith,  
5 husband and wife, hereinafter called ASSIGNOR, do hereby sell, trans-  
6 fer, set over and assign to Robert Doak and Virginia M. Doak, husband  
7 and wife, hereinafter called ASSIGNEE, all right, title and interest  
8 in and to that certain Contract of Sale entered into the \_\_\_ day of  
9 May, 1966, by and between Frank E. McBain, Jr., and Betty J. McBain,  
10 husband and wife, Sellers and ASSIGNOR'S as buyers, said contract  
11 being now held in escrow at the First National Bank of Oregon,  
12 Klamath Falls Branch, Main Street, Klamath Falls, Oregon, the  
13 ASSIGNOR hereby selling, transferring and assigning, as well, to the  
14 ASSIGNEE, all right, title and interest in and to the following  
15 described property, situate in Klamath County, State of Oregon,  
16 to-wit:

17 SE 1/4 of Section 6, Township 36 South, Range 12 East  
18 of the Willamette Meridian, and NW 1/4 of Section 7,  
19 Township 36 South, Range 12, E.W.M., Klamath County, Oregon.

20 SUBJECT TO: Acreage and use limitations under provisions  
21 of the United States Statutes and regulations issued there-  
22 under; all contracts, water rights, proceedings, taxes and  
23 assessments relating to irrigation, drainage, and/or  
24 reclamation of said lands; and all rights of way for roads,  
25 ditches, canals, and conduits if any there may be; rights  
26 of the public in and to any portion of said premises lying  
27 within the limits of public roads and highways; any existing  
28 easements visable on the ground for roads, pipe lines, or  
29 utilities, to which the property might be subject under  
30 provisions of land status report recorded in Deed Volume  
31 309 at page 96; any existing easements visable on the ground  
32 for roads, pipelines or utilities to which the property might  
be subject under provisions of Land Status Report recorded  
in Deed Volume 307 at page 361; right of way, including  
the terms and provisions thereof for roadway over SE 1/4  
of Section 6, Township 36 S. Range 12 E.W.M., granted to  
United States of America, recorded November 7, 1958, in  
Miscellaneous Volume 13 at page 78; right of way, including  
the terms and provisions thereof, for 80 foot roadway over  
N 1/2 NW 1/4 of Section 7, T. 36 S.R. 12 E.W.M., granted to  
United States of America, recorded November 7, 1958, in  
Miscellaneous Volume 13 at page 76; right of way, including  
the terms and provisions thereof, for transmission and  
distribution of electricity, along West boundary of

*Return to Gary, Harvey & Gordon  
538 Main Street  
Klamath Falls, Oregon 97601*

RICHARD J. SMITH  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
AND LOAN BLDG.  
KLAMATH FALLS, ORE.  
882-6607

11219  
NW 1/4 NW 1/4 and SW 1/4 NW 1/4 of Section 7, Township  
36 South, Range 12 E.W.M., granted to the California  
Oregon Power Company, recorded October 7, 1958, in Deed  
Volume 304 at page 433.

It is agreed by and between the ASSIGNOR and the ASSIGNEE that  
the ASSIGNEE assumes and agrees to pay \$34,600.00 and interest from  
September 1, 1966, balance remaining unpaid on the above referred  
to Contract of Sale, ASSIGNEE assuming as well all other obligations  
as set forth in the above mentioned contract, and ASSIGNEE does by  
this instrument agree to hold ASSIGNORS harmless from any and all  
sums due and owing or conditions agreed to be performed as set forth  
in the above referred to Contract of Sale.

And the ASSIGNOR fully authorizes and empowers the ASSIGNEE,  
on performance of the said covenants and conditions, to demand and  
receive of Frank E. McBain, Jr., and Betty J. McBain, husband and  
wife, or the escrow agent mentioned herein, the deed covenanted to  
be given in the said Contract, and all preceding deeds or conveyances  
necessary to complete title in the ASSIGNOR, and the purchaser's  
policy of title insurance, in the same manner to all intents and  
purposes, as the ASSIGNOR might or could do, were these presents  
not executed.

Dated this 10th day of October, 1966.

Robert D. Cook Barbara A. Smith  
Assignee Assignor

Virginia M. Cook Barbara A. Smith  
Assignee Assignor

STATE OF OREGON )  
County of Klamath ) ss. b October 10th, 1966

Personally appeared the above named Richard J. Smith and  
Barbara A. Smith, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act and deed.

M. Delores Davidson  
NOTARY PUBLIC FOR OREGON  
My commission expires: 8-21-67

RICHARD J. SMITH  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
AND LOAN BLDG.  
KLAMATH FALLS, ORE.  
882-6607

11220

1  
2 STATE OF OREGON )  
3 County of Klamath ) ss.

October 7, 1966

4 Personally appeared the above named Robert Doak and Virginia M.  
5 Doak, husband and wife, and acknowledged the foregoing instrument  
6 to be their voluntary act and deed.

7 Before me:

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William Ganong  
NOTARY PUBLIC FOR OREGON  
My commission expires:  
October 3, 1968

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Ganong, Ganong & Gordon  
this 24 day of Oct. A.D. 1966 at 11:10 clock PM, and  
duly recorded in Vol. M-66, of Deeds on Page 11218

Fee \$4.50

DOROTHY ROGERS, County Clerk  
By Jane Menn