

28238

2557

ASSIGNMENT

VOL 268 PAGE 10954

KNOW ALL MEN BY THESE PRESENTS, That we, BIRCH F. BENNION and MARY BENNION, husband and wife, in consideration of the promises and agreements to be kept and performed by HAROLD BARCLAY and the payment of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, the receipt of which is hereby acknowledged, do hereby assign, transfer and set over unto HAROLD BARCLAY, his heirs, successors and assigns, all our right, title and interest in and to a certain contract of sale dated May 1, 1958, between REGIS T. deMALEISSYE and HELEN MILLS deMALEISSYE, husband and wife, designated as sellers, and BIRCH F. BENNION and MARY BENNION, husband and wife, designated as buyers, a copy of which contract is hereto attached and made a part hereof by reference.

It is understood and agreed that HAROLD BARCLAY is purchasing the BENNION RANCH, or "Wagon Trail Ranch," and being the same lands described in said contract between deMALEISSYE and BENNION, for the sum of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$62,500.00) DOLLARS, payable FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS upon the execution of this assignment, the receipt of which is hereby acknowledged; TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, plus interest at six (6%) per cent per annum one (1) year from closing date, or the date of this assignment; TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, plus interest at six (6%) per cent per annum on the deferred payment two (2) years from the date of this assignment; and FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS, plus interest at six (6%) per cent per annum three (3) years from the date of this assignment; and in addition, HAROLD BARCLAY shall assume and agree to pay all sums to become due and owing to REGIS T. deMALEISSYE and HELEN MILLS deMALEISSYE, his wife, in the principal amount of TWENTY-THREE THOUSAND AND NO/100 (\$23,000.00) DOLLARS, payable TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS principal and interest November 30, 1961, and a like amount each year until the full sum of TWENTY-THREE THOUSAND AND NO/100 (\$23,000.00) DOLLARS shall have been paid in full.

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Any and all payments which become due under this agreement may be anticipated and paid in advance two (2) years after the date of this agreement, but not before. The assignor, BENNION, agrees that revenue stamps shall be furnished for the ultimate grantee for a purchase price of SIXTY THOUSAND AND NO/100 (\$60,000.00) DOLLARS and BENNION shall assume and pay costs of title insurance in that amount.

It is understood and agreed that no assignment of this agreement shall be made by HAROLD BARCLAY without the consent of BENNION and wife, and any assignee shall assume and agree to the terms of the contract; and BARCLAY shall remain liable for the payments to be made to BENNION. It is further agreed that the lands herein described at all times shall remain as security for the payment of the purchase price until all sums due BENNION and/or DEMARESSYS have been paid in full.

IN WITNESS WHEREOF, We have hereunto set our hands this 28th day of February, 1961.

BIRCH F. BENNION

Mary Bennion
MARY BENNION

H D Barclay
HAROLD BARCLAY

STATE OF OREGON,
County of Klamath } SS

Filed for record at request of

U.S. Nat'l Bk.

On this 18th day of Dec. A. D. 1968

at 2:05 o'clock P. M. and duly

recorded in Vol. 768 of Miscellaneous

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DOROTHY ROGERS, County Clerk

\$500 By Charles E. Herstrom Deputy

FEB 25 1964

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No. 2557

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 13 day of Nov A.D. 1968 at 7:30 o'clock a M., and recorded in Book 62 on Page 647 Records of Maricopa

Walter M. McCall County Clerk
By M. Hanson Deputy

By M. H. Harrison Deputy

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