

U-Lm73 Pg 10146

to that certain contract for the sale of real estate dated July 20, 1973, between Bruce S. [redacted] its heirs, successors and assigns, all of the vendor's right, title and interest in and

Alan Bowker

unrecorded.

as buyer, which contract is unrecorded.

together with all the right, title and interest of the undersigned in and to all moneys due and to become due thereon; the undersigned hereby expressly covenants and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$ 6,000. with interest paid thereon.

XXXXXX

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,250.00

~~How ever, the actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,250.00~~

~~part of the~~

~~the whole~~

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: July 23, 1973

(If executed by a corporation,
affix corporate seal.)

STATE OF OREGON,)
County of Klamath) ss.
July 23, 1973.
Personally appeared the above named
Bruce S. Phillips

to be his voluntary act.

(OFFICIAL SEAL) Notary Public for Oregon
My commission expires: 3/13/77

*Strike whichever word not applicable.
NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 467, Oregon Laws 1967, as amended by the 1967 Special Session.
If the contract is not already of record, it should be recorded, preferably in the Deed Records.

STATE OF OREGON, County of Klamath) ss.
 July 23, 1973
 Personally appeared E. J. Shipsey, xxxxx
 who, being duly sworn,
 each for himself and not one for the other, did say that he is the
 president of xxxxxxxxx Fidelity
 of xxxxxxxxx Inc.
 Funding and Realization Company, a corporation.
 and that the seal affixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.
 Before me:

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

Assignment of CONTRACT

TO

WHEN RECORDED RETURN TO

BEDDOE & HAMILTON
Attorneys At Law
296 Main Street
Klamath Falls Oregon 97601

STATE OF OREGON

County of _____
 I certify that the within instrument was received for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file number _____
 Record of Mortgages of said County.
 Witness my hand and seal of _____ County affixed.

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TRIES WHERE
USED.)

By _____ Title, _____
Deputy _____

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in CLATSOP County, State of OREGON, to-wit:

for the sum of SEVENTY FIVE HUNDRED Dollars (\$ 7,500.00)
(hereinafter called the purchase price), on account of which FIFTEEN HUNDRED
Dollars (\$ 1,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 6,000.00) to the order
of the seller in monthly payments of not less than 75.00
Dollars (\$ 75.00) each, 12 MONTH

The buyer warrants to and covenants with the seller that the real property described in this contract is not ☐ primarily for residential purposes and not ☐ primarily for agricultural purposes.

[illegible]

insure and keep insured all buildings now or hereafter erected on the premises by or for the Buyer, with loss payable first to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear, and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such taxes, costs, fees, rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

[illegible][illegible]

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect the right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be a waiver of any subsequent breach of any such provision, or as a waiver of the provision itself.

750000 @However, the actual consideration shall be the actual consideration paid by the buyer to the seller.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 7,500.00. (However, the actual consideration paid for this transfer may include other property or value given or promised which is part of the whole consideration (indicate which).)

The true and actual consideration paid for this transfer, stated in the bill of exchange, is the whole consideration (indicate which).⁽¹⁾

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as, the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

And the parties agree that the bill or bills as the buyer may be more than one person; that if the contest so requires, the single

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to cover and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be applied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

by its officers duly authorized thereunto by order of its board of directors.

Richard T. Rapp
John A. Rapp

Bernard P. Rapp
John A. Rapp

NOTE: The signature between the two lines should be the same.

*EXEMPTION If (A) trusts, by fitting out, whatever place and whosoever warranty [A] or [B] is not applicable. If warranty [A] is applicable and if the seller is a creditor, no such warranty is required in the Truth in Lending Act and Regulation Z. The seller MUST comply with the Act and Regulation by making required disclosures for this purpose.

*WARRANTY If (B) is not applicable, the seller must make a written statement of the goods sold under the contract will become a first lien to finance the purchase of a new vehicle from the 1980 similar under the contract will become a first lien to finance the purchase of a new vehicle from the 1980 similar.

NOTE: The sentence between the symbols (1), if not applicable, should be deleted; see Oregon Revised Statutes Section 93.030. (Notarial acknowledgment on reverse).

