

ASSIGNMENT

1 ASSIGNMENT OF REAL ESTATE CONTRACT dated this 21 day of
2 May, 1974, between IDA SCALA, hereinafter called "ASSIGNOR" and
3 SCALA FARMS, INC., hereinafter called "ASSIGNEE".

W I T N E S S E T H

4 Assignor does hereby bargain, sell, transfer and convey to
5 Assignee all of her rights, title and interest in and to that
6 certain contract dated March 27, 1973, between Edgar J. Blodgett
7 and Evangeline F. Blodgett, husband and wife, Sellers and Ida
8 Scala, buyer, covering the following described real property
9 situate in Klamath County, Oregon to wit:

10 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 29, Township 39 S, Range 9 E,
11 W.M..

12 upon the following terms and conditions:

13 1. Assignee shall have continued peaceable use and posse-
14 ssion during the terms of this agreement.

15 2. Assignee hereby acknowledges the above-mentioned contract
16 and agrees to comply with all the terms and provisions thereof.
17 The unpaid principal balance hereby assumed by Assignee is the sum
18 of \$23,217.87 plus accrued interest.

19 3. Assignor is executing contemporaneously herewith a deed
20 in bargain and sale form conveying here interest in the above
21 described real property to Assignee, to be recorded upon completion
22 of the above said contract by Assignee.

23 4. Assignee covenants and agrees with Assignor, with regard
24 to said contract, to:

25 (a) Pay and perform the terms thereof as provided in
26 said contract.

27 (b) Not to increase the amount of the lien created by
28 said contract by incurring any further indebtedness
29 under the terms thereof and to reduce the above said
30 unpaid balance of the obligation secured by said
31 contract according to the terms thereof.

32 (c) To hold Assignor harmless from and indemnify
Assignor against any and all liability, costs or
damage that Assignor might otherwise suffer by

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reason of the lien created by said contract including, but not limited to, claims, costs, demands, attorneys' fees, or judgments, and to defend Assignor from any claims brought or suits or actions filed against Assignor by reason of the aforesaid contract unless the same are based upon defalcation by Assignor.

IN WITNESS WHEREOF, we have here unto set our hands and seals the day and year first above written.

Ida Scala
Ida Scala

SCALA FARMS, INC.

By Ida Scala

STATE OF OREGON)
County of Klamath) ss.

On the 21 day of May, 1974, personally appeared before me the above named Ida Scala and acknowledged that the foregoing instrument was her voluntary act and deed.

Before me:

(SEAL)

Stuart A. Jansky
Notary Public for Oregon
My Commission expires: 9-19-75

STATE OF OREGON)
County of Klamath) ss.

On the 21 day of May, 1974, personally appeared before me the above named Ida Scala who said she was President of SCALA FARMS, INC., and acknowledged that the foregoing instrument was her voluntary act and deed.

Before me:

(SEAL)

Stuart A. Jansky
Notary Public for Oregon
My Commission expires: 9-19-75

The foregoing assignment is hereby consented to by Edgar J. Blodgett and Evangeline F. Blodgett, husband and wife.

Edgar J. Blodgett
Edgar J. Blodgett

Evangeline F. Blodgett
Evangeline F. Blodgett

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Giacomini, Jones et al
this 1st day of August A. D., 1974 at 5:00 o'clock P.M., and duly recorded in
Vol. 221 of Klamath on Page 9451

Giacomini Jones Fee \$4.00 By Wm. D. Milne County Clerk
635 Main St. City Deputy