

A-23620

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ASSIGNMENT OF REAL ESTATE CONTRACT BY

VENDOR - SELLER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
ARNOLD E. CHRISTENSON and LAURETTA S. CHRISTENSON, husband and
wife, for the consideration hereinafter stated, has sold and
assigned and hereby does grant, bargain, sell, assign and set
over unto BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
of California, their successors and assigns, all of the vendor's
right, title and interest in and to that certain contract for
the sale of real estate dated April 16, 1973, between ARNOLD E.
CHRISTENSON and LAURETTA S. CHRISTENSON, husband and wife, and
HUGH T. BELL and DOROTHY G. BELL, husband and wife, as Buyer,
which contract is recorded in Deed Records of Klamath County,
Oregon in Book M-73, page 4589 thereof (reference to said re-
corded contract expressly made), together with all the right,
title and interest of the undersigned in and to all monies due
and becoming due thereon.

The undersigned hereby 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 further Vendor hereby warrants that there has been
no breach of the above described contract by any of the parties
thereto, and that Vendor is in full compliance with all the
terms and conditions thereof, and further, that the Vendors
have not assigned or encumbered any rights under said contract
or any part thereof.

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This assignment is made as security to secure and indemnify the assignee for loans and advances heretofore made to the assignor and the assignee assumes no liability whether express or implied under said contract or responsibility for performance thereof.

Vendor further warrants to instruct the collection escrow agent, Bank of America National Trust & Savings Association of California to deliver any and all payments made pursuant to said contract by the Vendee therein excepting therefrom those amounts previously directed to be paid to the Prudential Insurance Company of America recorded in Vol. 214, page 461, Mortgage Records of Klamath County, Oregon and set forth in escrow instructions to Bank of America National Trust & Savings Association dated April 16, 1973 and set forth in C (2) therein, disburse any and all balances to the assignees herein.

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.

In the event any suit or action is instituted to collect the indebtedness or disbursements secured hereby or any part thereof, or to enforce any provision of this assignment by specific performance or foreclosure or otherwise, the prevailing party at trial or on appeal shall be entitled to such reasonable attorney's

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fees as shall be fixed by the court having jurisdiction of the case, in addition to statutory costs and disbursements.

This agreement shall bind and inure to the benefit of and as the circumstances may require the parties hereto and their respective successors, heirs, executors, administrators and assigns.

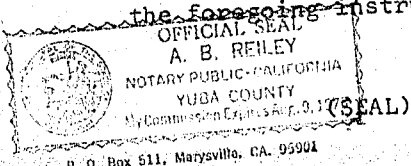
IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand.

DATED this 10th day of March, 1975.

Lauretta S. Christenson
Arnold E. Christenson

STATE OF CALIFORNIA)
County of Yuba) ss.

On this 10th day of March, 1975 personally appeared the above named Lauretta S. Christenson and acknowledged the foregoing instrument to be her voluntary act and deed.

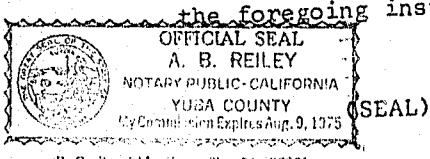


A. B. Reiley
Notary Public for California
My commission expires 8-9-75

STATE OF California)
County of Yuba) ss.

Return to:
Bank of America
P.O. Box 511
Marysville, CA
95901

On this 10th day of March, 1975 personally appeared the above named Arnold E. Christenson and acknowledged the foregoing instrument to be his voluntary act and deed.



A. B. Reiley
Notary Public for
My commission expires: 8-9-75

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STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of KLAMATH COUNTY TITLE CO
this 25th day of MARCH A. D., 1975. at 11:40 o'clock A. M., and duly recorded in
Vol. M 75 of DEEDS on Page 3311

Fee \$ 6.00
By *Wm. D. Milne* County Clerk
Deputy