

38-9083

KNOW ALL MEN BY THESE PRESENTS, that FREDRICK A. BEHR, hereinafter referred to as Assignor, in consideration of \$8,545.49, payable as follows:

The sum of \$8, 545.49, plus interest at the rate of 7% per annum on the unpaid balance of a Contract of Sale, dated the 5th day of July, 1972, executed by LAWRENCE E. BARKER and EVA P. BARKER, husband and wife, as Sellers to Assignor, which said balance of the purchase price, Assignees hereinafter named agree to assume and pay;

paid by MYRON E. YADON and CHARLOTTE L. YADON, husband and wife, hereinafter referred to as Assignees, all of his right, title and interest in and to the above-entitled Contract, wherein LAWRENCE E. BARKER and EVA P. BARKER, husband and wife, agreed to sell and Assignor agreed to buy the following described real property in Klamath County, described as follows:

Lot 4 in Block 8 FAIRVIEW ADDITION IN THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

SUBJECT TO:

1. 1972-73 real property taxes, which are now a lien, but not yet payable;
2. Reservations, restrictions, easements and rights of way of record and those apparent on the land;

3. It is specifically understood and agreed by and between the parties hereto, that said real property is presently subject to a TRUST DEED, including the terms and provisions thereof, dated January 29, 1963, recorded February 19, 1963, in Book 215 at page 537, Deed Records, given to secure the payment of \$5,500.00, with interest thereon, and such future advances as may be provided therein, executed by Mary Lou Roufs, a single woman, to William Ganong, Trustee for beneficiary First Federal Savings & Loan Association of Klamath Falls, Oregon, a corporation, and an unrecorded CONTRACT OF SALE, dated February 5, 1965, wherein C. A. HATFIELD and IMO HATFIELD, husband and wife, are Vendors and LAWRENCE E. BARKER and EVA P. BARKER, husband and wife, are Vendees, which said Trust Deed and Contract of Sale Sellers therein agree to pay and hold Buyer harmless therefrom, and Sellers further agree that said Trust Deed and Contract of Sale shall be paid in full at or prior to the time the within Contract is paid in full.

IT IS AGREED by and between the Assignor and the Assignees, that the Assignees agree to pay and assume the

ASSIGNMENT, PAGE ONE.

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balance due under the above-entitled Contract, together with interest thereupon, Assignees assuming as well all other obligations as per the terms of the above-entitled Contract.

And the Assignor fully authorizes and empowers the Assignees on performance of the said covenants and conditions, to demand and receive of the Sellers mentioned in said Contract, the Deed covenanted to be given in the said Contract and all other conveyances necessary to complete title in the Assignor, in the same manner and to all intents and purposes as the Assignor might and could do were these presents not executed.

DATED this 23 day of June, 1975.

*Fredrick A. Behr*  
FREDRICK A. BEHR

STATE OF OREGON        )  
                              ) ss.  
County of Multnomah    )

Personally appeared FREDRICK A. BEHR before me this 23<sup>rd</sup> day of June, 1975, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

*Carol J. Wendt*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:

My Commission Expires Aug. 6, 1977

I APPROVE OF THE FOREGOING  
ASSIGNMENT AND MY HUSBAND, LAWRENCE E. BARKER  
HAVING PREDECEASED ME.

STATE OF KENTUCKY        )  
                              ) ss.  
County of Whitley        )

Personally appeared EVA P. BARKER before me this 27 day of July, 1975, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

*Joni S. Roper*  
NOTARY PUBLIC FOR KENTUCKY  
My Commission Expires:  
My Commission Expires September 27, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
TRANSMERICA TITLE INS. CO

Filed for record at request of \_\_\_\_\_  
this 10th day of JULY A. D., 1975 at 3:50 o'clock \_\_\_\_\_ P.M., and duly recorded in  
Vol. M 75 of DEEDS on Page 7816  
FEE \$ 4.00

WM. D. MILNE, County Clerk  
By *Hazel Drazil* Deputy

*Return to  
Bairin & Bairin  
210 Bairin Bldg  
City*