

13-74

659-88-8265

ASSIGNMENT OF CONTRACT

Escrow No. 136
Vol. 15 Page 3440

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated,

has sold and assigned and hereby does grant, bargain, sell, assign and set over unto Arthur H.

Patterson and Nileletta Patterson, husband and wife

their ~~xxx~~ heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate datedSeptember 14, 1966, between Leo A. Reis and L. Marie Reis,
husband and wife

as seller and Raymond C. Day

as buyer, which contract is recorded in the ~~Dead~~* Miscellaneous* Records of Klamath County, Oregon, in book _____ at page _____ thereof, or as file number _____, reel number _____ (indicate which), (reference to said recorded contract hereby being expressly made), together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the assignee above named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than \$ 4,336.47 with interest paid thereon to October 1, 1975; further, upon compliance by said assignee with the terms of said contract, the undersigned directs that conveyance of said real estate be made and delivered to the order of said assignee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,146.03

① However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ consideration (indicate which) ②

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 name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: October 20, 1975

Raymond C. Day
RAYMOND C. DAY(If executed by a corporation,
affix corporate seal.)

STATE OF OREGON,)
County of Klamath) ss.
October 20, 1975
Personally appeared the above named
Raymond C. Day

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
(OFFICIAL SEAL) Margaret E. Hoakey
Notary Public for Oregon
My commission expires: 3-19-77

STATE OF OREGON, County of _____) ss.
_____, 19_____
Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, 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 behalf 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)

*Strike whichever word not applicable. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030. If the contract is not already of record, it should be recorded, preferably in the Dead Records.

Raymond C. Day
3133 Lodi
Klamath Falls, Oregon 97601
GRANTOR'S NAME AND ADDRESS

Arthur H. Patterson
and Nileletta Patterson
636 Hillside Avenue
Klamath Falls, Oregon 97601
GRANTEE'S NAME AND ADDRESS

After recording return to:

GOAKEY & HARNISH
Attorneys At Law
431 Main Street
Klamath Falls, Oregon 97601

Until a change is requested all tax statements shall be sent to the following address.

3133 Lodi
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,)

County of _____) ss.

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/reel number _____.

Record of Deeds of said county.
Witness my hand and seal of County affixed.

Recording Officer

By _____ Deputy

LAND SALES CONTRACT

THIS AGREEMENT made and entered into this 14th day of September, 1966, by and between LEO A. REIS and L. MARIE REIS, husband and wife, hereinafter designated as the Sellers and RAY C. DAY, a single man, hereinafter designated as the purchaser.

WITNESSETH:

The Seller does hereby agree to sell and convey and Purchaser agrees to purchase from the Seller the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Lot 25, Independence Tracts, Klamath County, Oregon

for the sum of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) payable as follows: Five Hundred Dollars (\$500.00) upon the execution of this agreement, receipt of which is hereby acknowledged; the balance of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00) in monthly payments of not less than Seventy-five Dollars (\$75.00) per month including interest at the rate of seven (7) per cent per annum on all unpaid balances the first payment to be due on November 1, 1966 and a like payment on the first day of each and every month thereafter until the full amount of principal and interest shall have been paid; interest on this contract is to accrue effective October 1, 1966.

It is further provided that Seller shall pay the taxes and fire insurance upon the premises and upon payment thereof shall display to the escrow holder receipts therefore and that said amounts shall be added on to the principal balances of this contract.

It is further provided that Purchaser shall pay fifty (50) per cent of net receipt from State Compensation Commission settlement for partial loss of two (2) fingers.

-1-

LAND SALES CONTRACT

RAMIREZ & HOOTS
Attorneys at Law
514 Walnut Street
Klamath Falls, Oregon 97601
Telephone 884-9275

1 It is further understood and agreed that Sellers are
2 presently purchasing said property from Frank L. Webb and Edith
3 M. Webb by contract recorded in Volume 340, Page 71, Deed Records
4 of Klamath County, Oregon, and that as soon as practicable Sellers
5 will pay off said contract and secure and have recorded a deed
6 conveying said property from Frank L. Webb and Edith M. Webb,
7 husband and wife, to Sellers.

8 It is understood and agreed that there has been some
9 damage upon said premises and Purchaser agrees to accept the
10 above property in a "as is" condition and to make any and all
11 necessary repairs at his own expense.

12 It is hereby provided that the aforesaid payments to be
13 due hereafter shall be made to the order of the Sellers at the
14 First Federal Savings & Loan Association, Klamath Falls, Oregon.

15 Sellers upon execution of this agreement will deposit
16 a copy of this contract with the First Federal Savings & Loan
17 Association of Klamath Falls, Oregon, and upon the principal
18 balance due Sellers hereunder being reduced to Six Thousand Five
19 Hundred Dollars (\$6,500.00) will deposit a deed in favor of Ray C.
20 Day together with a Purchaser's policy of title insurance showing
21 clear title subject to irrigation and drainage contracts and re-
22 servations and sanitary district charges with instructions to said
23 escrow holder that when the Purchaser shall have paid the full
24 principal balance as above set forth together with interest,
25 taxes and insurance charges, that said documents shall be deliver-
26 ed by escrow holder to Purchaser. Purchaser does hereby agree to
27 pay all sanitary district charges and irrigation charges accruing
28 upon said property after October 1, 1966, directly and before the
29 same shall become lien against said property.

30 Upon execution of this agreement Purchaser further agrees
31 to execute a Quitclaim Deed back to the Sellers releasing his in-
32 terest in the above described property, which will be deposited

1 with the aforesaid escrow holder, and this document shall be re-
2 turned to Sellers with the other documents in event of default of
3 the Purchaser. Purchaser further agrees that in the event of de-
4 fault he will be deemed as tenant holding over by force hereby
5 waiving demand or written notice and subject to immediate forcible
6 entry and detainer action.

7 Time shall be of the essence of this agreement and if
8 the Purchaser shall fail, refuse or neglect for a period of thirty
9 (30) days to pay any of said installments, or shall fail to keep
10 and perform any of the agreements herein contained, then the
11 Sellers shall have the right to declare this agreement null and
12 void, and in such case all of the rights of the Purchaser in and
13 to said premises and under this contract, shall immediately and
14 utterly cease and determine and the property herein described shall
15 revert to and revest in the Sellers without any act of re-entry or
16 any declaration of forfeiture or without any act by the Sellers
17 to be performed, and without any right of the Purchaser of reclam-
18 ation or compensation for moneys paid or for improvements made, as
19 absolutely and fully as if this agreement had never been made and
20 all moneys theretofore paid to the Sellers under this contract
21 shall thereupon be forfeited without process of law, and shall be
22 retained by the Sellers as accrued and reasonable rent for said
23 premises and as liquidated damages to the Sellers for the failure
24 of the Purchaser to complete this contract, and in such case
25 said escrow holder is hereby instructed to deliver said Deeds,
26 Contract, Satisfaction of Mortgage, Title Insurance Policy and
27 any other documents upon demand to Sellers without notice to
28 Purchaser.

29 In the event suit or any other action is required by
30 Sellers to enforce any provisions of this contract, including
31 restoration of their rights in event of default of Purchaser,
32

1 Sellers shall be entitled to reasonable attorney fees as the
2 Court shall determine, including attorney fees upon appeal to the
3 Supreme Court.

4 This agreement shall bind and inure to the benefit of
5 the parties hereto, and their respective heirs, executors, admini-
6 strators and assigns.

7 IN WITNESS WHEREOF, the said parties have herunto set
8 their hands and seals the day and year first above written.

9
10 L. A. Reis (SEAL)
11 Social Security No. 506-05-5617
12 Seller

13 M. Reis (SEAL)
14 Social Security No. 508-10-0439
15 Seller

16 Ray C. Day (SEAL)
17 Social Security No. 431-03-0997
18 Purchaser

19 STATE OF OREGON)
20 Multnomah ss.
21 County of Klamath)

22 BE IT REMEMBERED that on the 14th day of September, 1966,
23 before me, the undersigned Notary Public in and for said County
24 and State, personally appeared the within named LEO A. REIS and
25 L. MARIE REIS, husband and wife, who are known to me being the
26 identical persons described within this instrument and who execut-
27 ed said instrument and acknowledged to me that they executed the
28 same freely and voluntarily.

29 IN TESTIMONY WHEREOF, I have herunto set my hand and
30 notarial seal the day and year last above written.

31 W. D. Milne
32 NOTARY PUBLIC FOR OREGON

My commission expires: June 2, 1969

-4-

LAND SALES CONTRACT

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

this 28th day of OCTOBER A. D., 19 75 at 10:46 o'clock A M., and duly recorded in

Vol. M 75 of DEEDS on Page 13442

FEE \$ 15.00

WM. D. MILNE, County Clerk

By Harold D. Dugan Deputy