

Until a change is requested, all tax statements shall be sent to the following address: Clyde L. Leake

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That LAWRENCE M. WOODS and PAULA C. WOODS, husband and wife, hereinafter called Assignors, for the consideration hereinafter stated, hereby grant, bargain, sell, assign and set over unto CLYDE L. LEAKE and CATHERINE S. LEAKE, husband and wife, hereinafter called Assignees, their heirs, successors and assigns all of the Assignors' right, title and interest in and to that certain attached, unrecorded contract dated August 1975, wherein SAMUEL S. SHAW and DAISY M. SHAW, husband and wife, appear as Sellers, and Assignors herein appear as Buyers, for the sale and purchase of the following described real estate in Klamath County, Oregon:

Lots 16, 17, & 33, Spinks Subdivision, Chiloquin, Oregon, more particularly described as follows:

PARCEL 1: A portion of Lot 6 in Section 34, Township 34 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the West line of Lalakes Avenue on the boundary of West Chiloquin and the Northerly line of the Agency County Road; thence Westerly along said line of County Road North 47° 12' West a distance of 320 feet to a point, being North 30° 30' East a distance of 150 feet to a point, being the most Southerly corner of land herein described; thence continue North 30° 30' East 63 feet; thence at right angles Northwesterly a distance of 117.2 feet; thence Southwest at right angles to the last described course, a distance of 37 feet; thence Southeasterly a distance of 120 feet to the point of beginning.

PARCEL 2: A portion of Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian described as follows:

Beginning at a point bearing North 47° 12' West 320 feet and North 30° 30' East 10.2 feet from the intersection of the Westerly line of Lalakes Avenue and the Northerly line of Chocktoot Street in West Chiloquin; thence Northwesterly parallel to and 10 feet distant from the County Road North 47° 12' West 60 feet; thence North 30° 30' East parallel to Lalakes Avenue 120 feet; thence South 14° 12' East 60 feet; thence South 30° 30' West 120 feet to the point of beginning.

PARCEL 3: A portion of Lot 6, Section 34, Township 34 South, Range 7 East of the Willamette Meridian described as follows:

Beginning at a point bearing North 47° 12' West 380 feet and North 30° 30' East 10.2

feet from the intersection of the Westerly line of Lalakes Avenue and the Northerly line of Chocktoot Street in West Chiloquin; thence North 42° 12' West parallel to and 10 feet distant from the County Road 60 feet; thence North 30° 30' East parallel to Lalakes Avenue 120 feet; thence South 47° 12' East 60 feet; thence South 30° 30' West 120 feet to the point of beginning.

SUBJECT TO: Interest of Eugene Bailey by virtue of that certain Real Estate Contract wherein Eugene Bailey agreed to sell said property to Samuel S. Shaw and Daisy M. Shaw dated June 28, 1974.

Assignors hereby expressly covenant with and warrant to the Assignees that Assignors are the owners of the Buyers' interest in the real estate described in said contract to sell real property, and that the unpaid balance of the purchase price thereof is not more than \$3,709.82, with interest paid thereon to February 1, 1976.

Upon compliance by said Assignees with the terms of said contract, Assignors direct that conveyance of said real estate be made and delivered to the order of said Assignees.

Assignees hereby assume and agree to pay the said unpaid balance of \$3,709.82 due under said contract to sell real property, together with interest thereon at the rate of seven and one-half percent (7-1/2%) per annum from February 1, 1976, until paid, and to hold Assignors harmless on account thereof; and further to perform all of the covenants and conditions contained in said contract.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1,300.00, together with the above assumption.

IN WITNESS WHEREOF, we have hereunto set our hands and names this 6 day of February, 1976.

ASSIGNORS:

Lawrence M. Woods
Paula C. Woods

ASSIGNEES:

Clyde L. Leake
Catherine S. Leake

STATE OF OREGON)
County of Klamath) ss.

Before me this 6 day of February, 1976, personally appeared the above-named LAWRENCE M. WOODS and PAULA C. WOODS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Notary Public for Oregon
My Commission Expires: 11-20-77

STATE OF OREGON)
) ss.
 County of Klamath)

Before me this 6 day of February, 1976, personally appeared the above-named CLYDE L. LEAKE and CATHERINE S. LEAKE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Harold L. Conrad
 Notary Public for Oregon
 My Commission Expires: 11-20-77

(S E A L)

We, SAMUEL S. SHAW and DAISY M. SHAW, husband and wife, hereby consent to the foregoing Assignment of Contract.

Samuel S. Shaw
Daisy M. Shaw

Ret: Clyde L. Leake
 PC 1204 566
 Catherine S. Leake
 97624

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at 6:32
 his 0611 day of February A.D. 1976 at 1 o'clock P.M. and
 duly recorded in Vol. 76, of 92392 on Page 1770

SEE \$ 9.00

Wm D. MILNE, County Clerk
Hazel Brazil