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A S S I G N M E N T

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KNOW ALL MEN BY THESE PRESENTS, that HEWLON H. RICHARDS
and MERCEDES RICHARDS, husband and wife, hereinafter referred to
as Assignor, in consideration of \$4,205.95, payable as follows:

The sum of \$4,205.95, plus interest at the rate of 6%
per annum on the unpaid balance of a Contract of Sale dated the
16th day of September, 1966, executed by FLORENCE CHAMBERS, as
Seller to Assignor, which said balance of the purchase price,
Assignees hereinafter named agree to assume and pay;

paid by LUIS ALVAREZ and CARMEN ALVAREZ, husband and
wife, hereinafter referred to as Assignees all of their right,
title and interest in and to the above-entitled Contract, wherein
FLORENCE CHAMBERS agreed to sell and Assignor agreed to buy the
following described real property in Klamath County, described as
follows:

The Southeasterly 65 feet of Tract 42, HOMEDALE,
cut off by a line 65 feet Northwesterly of and
parallel with the southeasterly line of said
Tract 42 in Klamath County, Oregon.

SUBJECT TO: Contract and/or lien for irrigation
and/or drainage and reservations, restrictions,
easements and rights of way of record and those
apparent on the land.

IT IS AGREED by and between the Assignor and the Assignees,
that the Assignees agree to pay and assume the balance due under
the above-entitled Contract, together with interest thereupon,
Assignees assuming as well as 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 Seller mentioned in said Contract, the

ASSIGNMENT, PAGE ONE.

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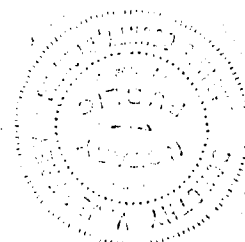
Deed covenanted to be given in the said Contract and all other conveyances necessary to complete title in the Assignor, in the same manner and to all intents and purposes as the Assignor might and could do were these presents not executed.

DATED this 27 day of January, 1976.

Heulon Richards

Mercedes Richards

STATE OF WYOMING)
) ss.
County of)



Personally appeared HEWLON G. RICHARDS and MERCEDES RICHARDS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME this 27 day of January, 1976.

Sandra V. Dwyer
NOTARY PUBLIC FOR WYOMING
My Commission Expires: 12-26-1977

AFTER RECORDING RETURN TO:

ROIVIN & ROIVIN
Attorneys at Law
110 North Sixth Street
Klamath Falls, Oregon 97601

ASSIGNMENT, PAGE TWO.

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This Agreement, made and entered into this 16th day of September, 1966, by and between

Florence Chambers, a single woman,
hereinafter called the vendor, and Hewlon G. Richards and Mercedes Richards,
husband and wife,
hereinafter called the vendee, (it being understood that the singular shall include the plural and if there are two or more vendors and/or vendees)

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

The Southeasterly 65 feet of Tract 42, HOMEDALE, cut off by a line 65 feet Northwesterly of and parallel with the southeasterly line of said Tract 42 in Klamath County, Oregon.

SUBJECT TO: Contract and/or lien for irrigation and/or drainage and reservations, restrictions, easements and rights of way of record and those apparent on the land.

at and for a price of \$ 9800.00 payable as follows, to-wit:

\$500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$9300.00 with interest at the rate of 6 % per annum from Sept. 25, 1966, payable in installments of not less than \$ 80.00 per month, inclusive of interest, the first installment to be paid on the 25th day of September, 1966, and a further installment on the 25th day of every month thereafter until the full balance and interest are paid.

It is agreed that William W. Olson and Lula Beth Olson, husband and wife, are selling the above described premises under contract to Roy L. Clary and Elvina J. Clary, husband and wife, and the said Roy L. Clary and Elvina J. Clary have assigned their interest in said contract to the vendor herein. Vendor agrees that \$50.00 of each monthly installment of \$80.00 as provided herein shall be applied by the escrow holder to payment of said contract in which William W. Olson and Lula Beth Olson, husband and wife, appear as vendors. The balance remaining of each monthly installment shall be applied by the escrow holder as directed by vendor herein.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor at First Federal Savings & Loan Assn. of Klamath Falls, the escrow holder herein, for disbursement as above provided; Vendor to keep said premises at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said premises shall be removed or destroyed before the entire purchase price has been paid and that said premises will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee; that vendee shall pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said premises to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said premises

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all incumbrances whatsoever, except as hereinabove mentioned,

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which vendee assumes and will place said deed, together with a purchaser's title insurance policy,

together with one of these agreements in escrow at the First Federal Savings & Loan Assn. of Klamath Falls at Klamath Falls, Oregon, hereby instructing said escrow holder that when, and if, the vendee shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee. Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payment made hereunder.

PROVIDED FURTHER, time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect for a period of ten days, to pay either or any of said installments or any of said interest promptly as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, then all of the rights of the vendee in and to said property and under this contract shall at the vendor's option immediately and utterly cease and determine, and the property herein described shall revert to and revest in the vendor without any declaration of forfeiture or act of re-entry, or without any other act by the vendor to be done or performed and without any right of the vendee of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if the agreement had never been made, and all money theretofore paid to the vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the vendor as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the vendor for the vendee's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said deed and contract and title insurance policy to vendor on demand for same, without notice to vendee. In case suit or action is taken to enforce any provision of this agreement vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for vendor's attorney fees therein.

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

Witness the hands of the parties the day and year first herein written.

From the office of
Harry D. Boivin,
Attorney at Law,
Klamath Falls, Oregon.

210 Boivin Bldg

Flavence Chambers
Wendell H. Richards
Mervin Richards

State of Oregon, } ss.
County of Klamath }

I hereby certify that the within instrument was received and filed for record on the 19th day of March, 1976, at 2:33 o'clock P. M. and recorded on Page 76 in Book 76 Records of 01305 of said County.

WM. D. MILNE, County Clerk

By *Gay Day* Deputy

Fee \$ 12.00