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ASSIGNMENT OF VENDEES' INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That LEONARD KENNETH HAVEL and LOVETTA KAY HAVEL, husband and wife, hereinafter referred to as "Assignor" for good and valuable consideration to them in hand paid by JOYCE E. SMITH, hereinafter referred to as "Assignee", does by these presents sell, transfer and assign unto Assignee all of Assignor's right, title and interest in the land and to that certain Contract of Sale dated the 29th day of October, 1975, wherein ERNEST EUGENE HATFIELD agreed to sell and LEONARD KENNETH HAVEL and LOVETTA KAY HAVEL, husband and wife agreed to buy. Assignor will hereby sell, transfer and assign all of their right, title and interest in the following described property situate in the County of Klamath, State of Oregon, to-wit:

Lot 3, in Block of NORTH BEAVER MARSH ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

SUBJECT TO:

Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.

All contract, water rights, proceedings, taxes and assessments relating to irrigation, drainage and/or reclamation of said lands; and all rights of way for roads, ditches, canals and conduits, if any of the above there may be.

Reservations and restrictions, including the terms and provisions thereof, in deed from Joe Bellevance et ux, to the State of Oregon, by and through its State Highway Commission, dated October 29, 1954, recorded December 10, 1954, in Volume 271 page 112, Deed records of Klamath County, Oregon.

Reservations and restrictions contained in the dedication of North Beaver Marsh Addition, as follows: "said plat subject to the following conditions: (1) a 120 foot building setback line along the front of lots 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 1, lots 1, 2, 3, 4 and 5 in Block 2, and lots 1 and 2 in Block 4 to leave a clear area for the landing and take-off of airplanes from Beaver Marsh Airport; (2) additional restrictions as provided in recorded protective covenants; (3) a 16 foot easement to provide ingress and egress for the construction and maintenance of public utilities, said easement being centered on the side and back of lots."

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and Assignor further, in consideration of the foregoing, hereby bargain, sell and convey to Assignee all of their right, title and interest in said contract, Assignee does hereby assume and agree to pay according to its terms as the same come due and hold Assignor harmless therefrom.

TO HAVE AND TO HOLD the same unto Assignee.

DATED this 4th day of June, 1976.

Leonard K. Havel (Seal)  
ASSIGNOR

Louetta K. Havel (Seal)  
ASSIGNOR

Joyce E. Smith (Seal)  
ASSIGNEE

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared the within named LEONARD KENNETH HAVEL and LOVETTA KAY HAVEL, and acknowledged the foregoing instrument to be their voluntary act.



D.L. Hoots  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-22-77

Mail tax statements to:

Joyce E. Smith  
P. O. Box 35  
Chemult, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO  
this 11th day of JUNE A. D. 19 76 at 11:15 o'clock AM and  
duly recorded in Vol. M 76, of DEEDS on Page 8646  
Wm D. MILNE, County Clerk

Return:

D.L. Hoots  
2261 So. 6th  
Klamath Falls, Oregon 97601

FEE \$ 6.00

Havel Havel