

21172

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PURCHASER'S ASSIGNMENT OF CONTRACT OF SALE

38-11886

THIS AGREEMENT made and entered into this 30th day of September, 1972, by and between RALPH CARMICHAEL, as successor in interest to MELANCO DEVELOPMENT COMPANY OF OREG., LTD., hereinafter designated as Assignors and WAYNE W. WILCOX, hereinafter designated as Assignee.

WITNESSETH:

WHEREAS, on the 18th day of August, 1969, there was entered into a Land Sale Contract wherein RICHARD GAMEGAN and BETTE LOU GAMEGAN were Sellers and MELANCO DEVELOPMENT COMPANY OF OREG., LTD. was Purchaser, the Purchaser's interest of which was, in turn, assigned to Assignor herein; and

WHEREAS, pursuant to the terms and provisions of said Contract, appertaining to certain property described within the attached Exhibit "A", there was conveyed to Assignor and removed from said Contract the parcels designated as Parcels 1, 2 and 9 within Exhibit "A"; and

WHEREAS, it is the desire of the parties hereto that the remaining Purchaser's interest within said Land Sale Contract now be assigned to Assignee herein;

NOW IN CONSIDERATION OF THESE PREMISES, acknowledged as being of substance and value, Assignor does herewith assign, transfer, set over and convey (without warranty) unto Assignee the aforesaid residual contract interest and any of his right, title and interest, lien or estate in and to Parcels 3 through 8, as described within the attached Exhibit "A".

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The above described real property is conveyed with the express understanding that the same includes all tenements, hereditaments, and appurtenances appertaining to said real property herein conveyed.

Notwithstanding any other provision to the contrary contained anywhere in this instrument, it is expressly agreed that the assignor does not convey any interest whatsoever in parcels 1, 2 and 9 of Exhibit "A".

IT IS UNDERSTOOD AND AGREED that the act of conveyance of the subject contract and the property interest herein shall release and excuse Assignor from any further or future liability, obligation or contractual requirement with respect to the aforesaid Contract of Sale. Richard and Bette Lou Gamegan, by approving this assignment, consent to the terms of this assignment and specifically agree that assignor is fully released from any liability of any nature whatsoever by reason of said Land Sale Contract, whether of interest or principal or otherwise.

Assignor does hereby remise, release and forever quitclaim unto Assignee, Assignee's heirs, assigns and successors in interest all of Assignor's right, title, interest, lien or estate in and to parcels 3 through 8 of the subject real property.

This agreement is and shall be binding upon, and inure to, the parties, hereto, their heirs, successors, personal representatives and assigns.

By reference to the subject basic Contract, the same is incorporated herein by reference to the same extent as though set forth verbatim.


Ralph Carmichael


Wayne W. Wilcox

APPROVAL OF SELLERS

Richard Gamegan and Bette Lou Gamegan do hereby consent to the foregoing Assignment and specifically release Ralph Carmichael and Melanco Development Company of Oreg., Ltd. of and from any and all liabilities of every nature (past, present or future, liquidated or unliquidated) growing out of or arising by virtue of the Land Sale Contract hereinabove mentioned.

Richard Gamegan
Richard Gamegan

Bette Lou Gamegan
Bette Lou Gamegan

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 13 day of ~~September~~ ^{November} 1972, personally appeared the above named Ralph Carmichael, and acknowledged

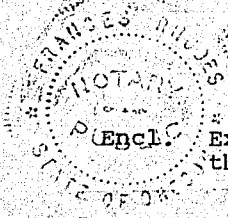


instrument to be his voluntary act. Before me:

Margaret M. Benoit
Notary Public for California

STATE OF OREGON)
COUNTY OF JACKSON) ss.

On this 21 day of ~~September~~ ^{November} 1972, personally appeared the above named Wayne W. Wilcox, and acknowledged the foregoing instrument to be his voluntary act. Before me:



Frances Rhodes
Notary Public for Oregon
My Commission Expires: 11-11-74

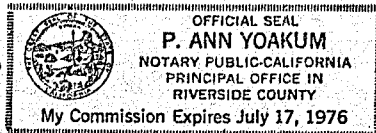
Encl. Exhibit A being a description of the land covered by the Land Sale Contract above mentioned.

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On November 27, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Gamegan and Bette Lou Gamegan known to me to be the person whose names are subscribed to the within Instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)



P. Ann Yoakum
(Notary Public's Signature)

P. Ann Yoakum

EXHIBIT "A"

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Parcel 1

West half of Sec. 5, T 36 S, R 13 E, W.M.

Parcel 2

All of Sec. 33, T 35 S, R 13 E, W.M.
Excepting the North one-half of the North one-half of the
Northwest one-fourth also Excepting the North one-half of
the Northwest one-fourth of the Northeast one-fourth.

Parcel 3

East one-half of Sec. 5, T 36 S, R 13 E, W.M.

Parcel 4

West one-half of Sec. 4, T 36 S, R 13 E, W.M.

Parcel 5

East one-half of Sec. 4, T 36 S, R 13 E, W.M.

Parcel 6

Southwest one-fourth and the West one-half of the
Southeast one-fourth of Sec. 34, T 35 S, R 13 E, W.M. and
the North one-half of the Northwest one-fourth and the North-
west one-fourth of the Northeast one-fourth of Sec. 3, T 36 S,
R 13 E, W.M.

Parcel 7

South one-half of the Northwest one-fourth and the North
one-half of the Southwest one-fourth and the South one-half
of the Northeast one-fourth and the North one-half of the
Southeast one-fourth of Section 3, T 36 S, R 13 E, W.M.

Parcel 8

South one-half of the Southwest one-fourth and the South
one-half of the Southeast one-fourth of Sec. 3, T 36 S, R 13 E,
W.M. and the Northwest one-fourth of Sec. 11, T 36 S, R 13 E,
W.M.

Parcel 9

A strip of land sixty (60) feet wide, for use as a public
road, the west boundary of which is the west boundary of Section
33, connecting Parcel 2 above on the south with the county road
on the north.

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 14th day of January A. D. 1977 at 10:49 o'clock A. M. and

duly recorded in Vol. M 77 of DEEDS on Page 739

FEE \$ 12.00

W. D. MILNE, County Clerk

Hazel D. Milne

JEC

*Ref
trans*