

25046

MTC 1617-1024-2763

Vol. 77 Page 2103

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS That We, JACK P. ULAM and ALBERT A. BRICCO, Assignors, for and in consideration of the sum of \$29,942.00 lawful money of the United States to us in hand paid by PAUL B. EVANS, Assignee, do by these presents sell, transfer, assign and set over unto the said Assignee, all of our right, title and interest in and to a certain Contract of Sale of real property situate in Klamath County, State of Oregon described as follows, to-wit:

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying West of the West Bank of Larson Creek, Section 11, Township 34 South, Range 7 E., W.M., Klamath County, Oregon;

which said Contract was made and executed by Earl J. Scherer and Hallie E. Scherer, husband and wife, Sellers, to Jack P. Ulam and Albert A. Bricco, Purchasers, and bears date January 28th, 1977, placed in escrow with the United States National Bank of Oregon, Chiloquin Branch, Chiloquin, Oregon;

To Have and to Hold the same unto the Assignee, his heirs, personal representatives and assigns; SUBJECT, NEVERTHELESS, to the covenants and conditions and payments mentioned in said Contract.

The Assignors are hereby selling, transferring and assigning to the Assignee all right, title and interest in and to the hereinabove described real property.

It is agreed by and between the Assignors and Assignee that the Assignee assumes and agrees to pay the principal sum of \$21,500.00 with interest at 7 per cent on the deferred balance, in annual installments of not less than \$3,000.00 including interest, upon the same terms and conditions as set out in the above-referred to Contract of Sale.

The Assignors hereby agree to execute and deliver a good and sufficient Warranty Deed conveying the property aforesaid to the Assignee, to be placed with said Escrow Holder and to be delivered to the Assignee upon performance of the said covenants and conditions of said Contract.

The Assignors further authorize and empower the Assignee on the performance of said covenants and conditions to demand and receive of Earl J. Scherer and Hallie E. Scherer, Sellers, the deed covenanted to be given in said Contract to complete title in the Assignors, in the same manner to all intents and purposes as Assignors might or could do were these presents not executed.

Dated this 28th day of January, 1977.

Jack P. Ulam
Albert A. Bricco

STATE OF OREGON, COUNTY OF KLAMATH) ss.
January 28th

1977, Personally appeared the above-named JACK P. ULAM and ALBERT A. BRICCO, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

PROCTOR & PUCKETT
ATTORNEYS AT LAW
260 MAIN STREET
KLAMATH FALLS, OREGON 97601

Notary Public for Oregon.
My Commission Expires: 5/26/78
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ASSIGNMENT.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 4th day of FEBRUARY A.D., 1977 at 8:42 o'clock A.M., and duly recorded in Vol. M 77 of DEEDS on Page 2103.

FEE \$ 3.00

WM. D. MILNE, County Clerk

By *Hazel Unagil* Deputy

After recording return to MTC

Until further notice send Tax

Statements to:

Paul B. Evans

3530 Pine Grove Rd

Klamath Falls, OR 97601

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