

27432

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ASSIGNMENT OF VENDOR'S INTEREST  
IN LAND SALE CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100ths (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, PHIL F. BARRY and MARY G. BARRY, husband and wife, hereinafter called Assignors, do hereby sell, transfer, set over and assign to EVANGELINE F. BLODGETT, hereinafter called Assignee, all right, title and interest in a certain piece of real property and all right, title and interest in a certain contract dealing with said real property entered into on the 15 day of November, 1976, by and between Phil F. Barry and Mary G. Barry, husband and wife, as Sellers, and RVL SMITH and EDNA MAY SMITH, husband and wife, as Buyers. The Assignors are hereby selling, transferring and assigning to the Assignees all of their right, title and interest therein of the following described property situate in the County of Klamath, State of Oregon, to-wit:

A parcel of land situated in Lot 18 of "Subdivision of Tracts 25 to 32 inclusive together with the South 10 feet of Tracts 33 and 34 of Altamont Ranch Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as: Beginning at a point on the South line of said Lot 18 from which the Southeast corner of said Lot bears S 88°46' E, 175.22 feet; thence N. 00°12' W, 263.57 feet to an iron pin on the North line of said Lot 18; thence N 84°40' W along the North line of said Lot 156.14 feet to an iron pin; thence continuing along said Northerly line N 51°09' W, 46.54 feet to an iron pin; thence S 00°12' E, 303.15 feet to an iron pin on the Southerly line of said Lot 18; thence S 88°46' E, 191.61 feet to the point of beginning, containing 1.20 acres, more or less.

Assignors hereby appoints Assignee to take all lawful means to take and recover any and all unpaid portions of the purchase price and upon payment, to acquit and discharge Vendees therefore; and in case of any default of said Vendees in any of the terms of said contract, Assignor fully authorizes Assignee to take any and all lawful means and proceedings to collect the purchase price, or recover possession of the property covered by said contract as fully as Assignor might or could do were this Agreement not made; and in case said Vendees shall perform their obligations under, and by virtue of

1. ASSIGNMENT OF VENDOR'S INTEREST

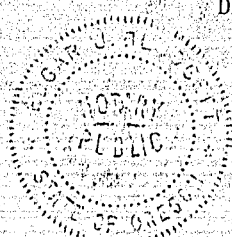
Return To:  
Edgar J. Blodgett  
Rt. 1 Box 920  
Del Fatti Lane  
Klamath Falls, OR

5345

said contract, then Assignee shall, and Assignee hereby agrees to execute to said Vendees a proper conveyance of said property, and to perform all other covenants in time, manner, and form as in and by said contract is required to be done and performed by Assignors hereto at Assignee's expense.

Assignors do further by these presence covenant to and with Assignee that there is a present unpaid balance due and owing by said Vendees to said Assignors pursuant to said Contract of Sale in the sum of \$ 4391.82.

DATED this 29<sup>th</sup> day of March, 1977.



Phil F. Barry  
Mary G. Barry  
 Assignors  
Evangelina F. Blodgett  
 Assignee

STATE OF OREGON )  
 ) ss.  
 County of Klamath )  
March 29, 1977.

Personally appeared the above-named PHIL F. BARRY and MARY G. BARRY, husband and wife, and EVANGELINE F. BLODGETT and acknowledged the foregoing instrument to be their voluntary act. Before me:

Edgar J. Blodgett  
 Notary Public for Oregon  
 My Commission expires: April 20, 1977

Return To:  
 Edgar J. Blodgett, Realtor  
 Rt. 1 Box 920  
 Del Fatti Lane  
 Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
 Filed for record at request of Klamath County Title Company  
 this 30 day of March A.D. 1977 at 3:46 clock P.M.  
 duly recorded in Vol. M 77 of Deeds on Page 5344  
 Fee \$6.00  
W.D. Klamath County Clerk  
Harold D. Klamath

2. ASSIGNMENT OF VENDOR'S INTEREST