

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto Fred H. Fick and Frances H. Fick, husband and wife

his heirs, successors and assigns all of the vendee's right, title and interest in and to that certain attached, unrecorded contract dated May 4, 1971, between Michael B. Jager and Margaret Jager, husband and wife as seller, and Gerard E. LaMarche, a single man as buyer, for the sale and purchase of the following described real estate in Klamath County, Oregon:

Lot 9, Block 2, of Yonna Woods Tract 1009

together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the assignee above named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than \$1,684.11 with interest paid thereon to May 31, 1977; further, upon compliance by said assignee with the terms of said contract, the undersigned directs that conveyance of said real estate be made and delivered to the order of said assignee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,084.11. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: June 15, 1977.

Gerard E. LaMarche
Gerard E. LaMarche

(If executed by a corporation, affix corporate seal.)

STATE OF OREGON,)
County of Klamath) ss.
June 22, 1977
Personally appeared the above named
Gerard E. LaMarche

STATE OF OREGON, County of) ss.
Personally appeared)
who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of

and acknowledged the foregoing instrument to be his voluntary act and deed.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Gerard E. LaMarche
Notary Public for Oregon
My commission expires: 7-21-77

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

*Strike whichever word not applicable. NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

Gerard E. LaMarche
P.O. Box 684
Klamath Falls, OR 97601
GRANTOR'S NAME AND ADDRESS

Fred H. & Frances H. Fick
P.O. Box 44
Midland, OR
GRANTEE'S NAME AND ADDRESS

After recording return to:

Transamerica Title -- Marcie

NAME ADDRESS ZIP

Until a change is requested all tax statements shall be sent to the following address.

Fred H. & Frances H. Fick
P.O. Box 44
Midland, OR
NAME ADDRESS ZIP

STATE OF OREGON,) ss.
County of)
I certify that the within instrument was received for record on the day of 1977, at o'clock M., and recorded in book on page or as file/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED
FOR
RECORDER'S USE

Recording Officer

By

Deputy

THIS CONTRACT, Made this 4 day of May, 1971, between
Michael B. Jenner and Margaret Jenner (H&W)
and Gerard E. La Marche, a single man, hereinafter called the seller,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 9, Block 2, of Yonna Woods Tract 1009.

for the sum of Twenty Nine hundred Ninty Five and no .100 Dollars (\$ 2,995.00)
(hereinafter called the purchase price) on account of which Thirty and no .100
Dollars (\$ 30.00) is paid on the execution hereof (the receipt of which is
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit:

Twenty nine and .28 (\$29.28) per month or more until both
principal and interest are paid in Full. First payment due June 15, 1971
and a like payment due the 15th of each month thereafter.

The buyer warrants to and covenants with the seller that the real property described in this contract is
(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

All of said purchase price may be paid at any time, all deferred balances of said purchase price shall bear interest at the rate of 6%
per cent per annum from May 15, 1971 until paid, interest to be paid
the minimum regular payments above required. 1970-1 taxes paid by sellers. 1971-2 taxes to be paid by buyers.
At the time of the execution hereof, the sellers herein (who are husband and wife) own said described real estate as tenants by the entirety;
wherefore, the sellers intend and declare that their interest in this contract and in the unpaid purchase price of said described real estate hereinafter shall
be that of joint tenants with the right of survivorship and not that of tenants in common; in the event of the death of one of the sellers, the title to
the sellers' interest in this contract and in and to the then unpaid balance of said purchase price, principal and interest, immediately shall vest solely
in the survivor of the sellers.

The buyer shall be entitled to possession of said lands on May 15, 1971, and may retain such possession
so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or
hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from
mechanics and other liens and save the sellers harmless therefrom and reimburse sellers for all costs and attorney's fees incurred by them in defend-
ing against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal
expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage)

in an amount not less than \$ None in a company or companies satisfactory to the sellers, with loss payable to the sellers as their in-
terest may appear and all policies of insurance to be delivered to the sellers as soon as insured. Now if the buyer shall fail to pay any such liens,
costs, water rents, taxes, or charges or to procure and pay for such insurance, the sellers may do so and any payment so made shall be added to and
become a part of the debt secured by this contract and shall bear interest at the rate aforesaid without waiver, however, of any right arising to the
sellers for buyer's breach of contract.

The sellers agree that at their expense and within ten days from the date hereof, or when principal reduced 50%
they will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises
in the sellers on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions
and easements now of record, if any. Sellers also agree that when said purchase price is fully paid and upon request and upon surrender of this
agreement, they will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear
of encumbrances as of the date hereof excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public
charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then
the sellers at their option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance
of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such
cases, all rights and interest created or then existing in favor of the buyer as against the sellers hereunder shall utterly cease and determine and the
right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said sellers
without any act of re-entry or any other act of said sellers to be performed and without any right of the buyer of return, reclamation or compensation
made; and in case of such default all payments heretofore made on this contract are to be retained by and belong to said sellers as the agreed and
reasonable rent of said premises up to the time of such default. And the said sellers, in case of such default, shall have the right immediately or at
any time thereafter to enter upon the land aforesaid without any process of law and take immediate possession thereof together with all the improve-
ments and appurtenances thereon or thereunto belonging.

The buyer further agrees that failure by the sellers at any time to require performance by the buyer of any provision hereof shall in no way
affect their right hereunder to enforce the same, nor shall any waiver by said sellers of any breach of any provision hereof be held to be a waiver of
any succeeding breach of any such provision or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,995.00 (Two thousand, nine hundred and ninety five and no/100s dollars)

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the buyer may be more than one person; that if the contest so requires, the singular pronoun
shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter, and that generally grammatical changes
shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals; also, in the event of the demise
of one of said sellers, that the word "sellers" shall mean only the survivor of them and the heirs and assigns of such survivor.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
by its officers duly authorized thereunto by order of its board of directors.

BUYERS:

Gerard E. La Marche

SELLERS:

Michael B. Jenner
Margaret Jenner

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and
Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose,
see Bureau's Form No. 1-108 or similar unless the contract will become a first lien to finance the purchase of a
dwelling in which event use Bureau's Form No. 1-207 or similar.

NOTE: The sentence between the sym-
bols (), if not applicable, should be
deleted; see Oregon Revised Statutes,
Section 93.030. (Notarial acknowlegd-
ment, on reverse).

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 23rd day of June A. D. 1977 at 8:56 o'clock A.M., and

truly recorded in Vol. M77, of DEEDS on Page 11046-

FEE \$ 6.00

Wm D. MILNE, County Clerk

Harold Drazile