

KNOW ALL MEN BY THESE PRESENTS, that JOHN D. HOUSTON, Assignor, in consideration of TEN DOLLARS and other good and valuable considerations to him paid by SHARON R. WILSON and PHYLLIS J. BIRCHARD, or the Survivor, Assignees, does by these presents sell, transfer, and assign unto Assignees an undivided one-half interest in all of Assignor's interest in and to the following-described Contract of Sale dated July 1, 1971, wherein Mabel C. Morgan agreed to sell to Gene W. Weitman and Ruth V. Weitman, husband and wife, the following-described real property situated in Klamath County, Oregon:

SE 1/4 of Section 22; Government Lots 20, 21, 28 and 29 of Section 23, NW 1/4 of Section 26; and E 1/2 NE 1/4 of Section 27, All in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon;

at and for the price of \$50,000.00, which said Contract is presently an asset of the Estate of Mabel C. Morgan. The Assignor is the sole heir and devisee of the said estate.

And Assignor further conveys unto Assignees an undivided one-half interest in the Assignor's interest in said real property subject to the terms of the said Contract.

TO HAVE AND TO HOLD the same unto Assignees, their heirs, successors, and assigns forever.

PROVIDED, HOWEVER, it is understood and agreed that this Assignment is executed as collateral security for the payment of a promissory note executed by Assignors as Maker to Assignees as Payees, which said note and this Assignment shall be void if said promissory note is fully paid in accordance with the terms thereof, but until such time as the said note is fully paid, Assignees shall be deemed to be the sole owners and holders of said note and shall be free to collect all payments made thereon, and Assignees may sell, assign, negotiate or otherwise dispose of said note and any interest therein and may sue upon said note. It is further expressly understood and agreed that this Assignment shall not be deemed as partial or full payment by Assignor of said note but only as security for such payment.

Assignees agree that when and if said note has been fully paid, it will execute a re-assignment of said Contract to Assignor.

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1 IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal  
2 this 12<sup>th</sup> day of July, 1977.

3  
4 John P. Houston (SEAL)  
5 John P. Houston

6 STATE OF OREGON )  
7 ) ss.  
8 County of Klamath )

July 12, 1977.

9 Personally appeared the within-named JOHN P. HOUSTON and acknowledged  
10 the foregoing instrument to be his voluntary act and deed. BEFORE ME:

11 (SEAL)

12 Quirk L. Bowen  
13 Notary Public for Oregon  
14 My Commission expires: April 15, 1978

15  
16 STATE OF OREGON; COUNTY OF KLAMATH; ss.

17 filed for record at request of TRANSAMERICA TITLE INS. CO  
18 11:41  
19 this 18th day of JULY A.D. 1977 At of AM and  
20 duly recorded in Vol. M77, of DEEDS on page 12646

21 FEE \$ 6.00

22 By Pat McCallough  
23 Wm D. MILNE, Clerk

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GANONG & SISEMORE  
Attorneys at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601  
503/882-7228

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