

35505

ASSIGNMENT OF CONTRACT

Vol. 77 Page

16683

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto REFUGIO GOMEZ and VONDA K. GOMEZ, husband and wife - - -

his heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated June 1, 1975, between G. O. ERLANDSON - - -

as seller and JOHN DeMARIA and DONNA J. DeMARIA, husband and wife - - -

as buyer, which contract is recorded in the Deed* Miscellaneous* Records of ----- County, Oregon, in book ----- at page ----- thereof, or as file number -----, reel number ----- see attached copy (indicate which), (reference to said recorded contract hereby being expressly made), 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 \$6,582.51 with interest paid thereon to September 1, 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 \$11,500.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).⁹

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: August 31, 1977.

Donna J. DeMaria
Donna J. DeMaria

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

STATE OF OREGON,)

County of Klamath) ss.

August 31, 1977.

Personally appeared the above named

JOHN and DONNA J. DeMARIA

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

Before me:

(OFFICIAL SEAL)

Martha Shols

Notary Public for Oregon

My commission expires: 7-21-81

STATE OF OREGON, County of -----) ss.

Personally appeared -----, 19 -----

and -----

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 -----

a corporation, 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

JOHN and DONNA J. DeMARIA

GRANTOR'S NAME AND ADDRESS

REFUGIO and VONDA K. GOMEZ
231 N. Bayview Avenue
Sunnyvale, CA 94086

GRANTEE'S NAME AND ADDRESS

After recording return to:

TRANSAMERICA TITLE

NAME ADDRESS ZIP

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

REFUGIO and VONDA K. GOMEZ
231 N. Bayview Avenue
Sunnyvale, CA 94086

NAME ADDRESS ZIP

STATE OF OREGON,)

County of Klamath) ss.

I certify that the within instrument was received for record on the day of -----, 19 -----

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.

WM. D. MILNE

Recording Officer

By

Deputy

SPACE RESERVED FOR RECORDER'S USE

16884

Vendor agrees to sell to the vendee's and the vendee's agrees to buy from the vendor all of the following described property situate in Clatsop County, State of Oregon, to-wit:

Lot 5 in Block 2 of The Highlands according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

at and for a price of \$ 9,050.00 , payable as follows, to wit:
 ** Selling price: 8,950.00
 Share of Utilities Cost: \$100.00

of this agreement, the receipt of which is hereby acknowledged: \$ 8,400.00 with interest at the rate of 8 % per annum from June 1, 1975 payable in installments of not less than \$125.00 per month inclusive of interest, the first installment to be paid on the 10th day of July 1975, and a further installment on the 10th day of every month thereafter. ~~XXXX XXXX XXXX XXXX XXXX XXXX~~ **Vendeees shall make 24 consecutive monthly payments in the sum of \$125.00, after which time the monthly payments shall be reduced to the sum of \$95.00 each and every month thereafter, until the entire sum, both principal and interest is paid in full.

Vendee agrees to make said payments promptly on the dates above named to the order of the lender, or the survivors of them, at the First Federal Savings and Loan Association at Glenside Falls, Oregon, to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured by vendee against loss or damage by fire in a sum not less than full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendor copy to Vendees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind. Taxes to be prorated as of June 1, 1975.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or encumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendor shall be entitled to the possession of said property as of June 1, 1975.

Vender will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except reservations, restrictions, easements and rights of way of record and those apparent upon the land.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First Federal Savings & Loan Association

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revert in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, 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 corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

STATE OF OREGON,

County of Klamath

FORM NO. 23 -- ACKNOWLEDGMENT
STEEGHS NESS LAW FIRM, CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 3 day of June, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named G. O. Erickson, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Notary Public for Oregon.
My Commission expires June 2, 1978

16883

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA-TITLE-INS.-CO.

this 9th day of SEPTEMBER A.D. 1977 at 3:27 o'clock P.M. and

duly recorded in Vol. M77, of DEEDS on Page 16883

FEE \$ 12.00

Wm D. MILNE, County Clerk
By *[Signature]*