

38-12663-8 K

by Vendee-Buyer

FORM No. 940. ASSIGNMENT OF UNRECORDED REAL ESTATE CONTRACT

Vol. 77 Page 9877

35822 30638

ASSIGNMENT OF CONTRACT Vol. 77 Page 9877

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto **CHARLES H. HOUSER AND JANICE M. HOUSER, husband and wife**

his heirs, successors and assigns all of the vendor's right, title and interest in and to that certain attached, unrecorded contract dated 1977, between **KLAMATH RIVER ACRES OF OREG., LTD., an Oregon Limited Partnership** as seller, and **CLARENCE H. DUFFELL, JR. AND BERNICE E. DUFFELL** as buyer, for the sale and purchase of the following described real estate in **Klamath** County, Oregon: **Lot 8 in Block 11, of FIRST ADDITION TO KLAMATH RIVER ACRES**

The above noted contract was assigned 5/27/71 by written agreement, a copy of which is attached.

\*\* This document is being re-recorded to correct the middle initial of the above mentioned assignee.

together with all the right, title and interest of the undersigned in and to all moneys due and to become due on said contract; the undersigned hereby expressly covenants and warrants to the assignee above named that the undersigned is the owner of the ~~entire~~ <sup>undivided</sup> interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$ 2,134.14 with interest paid thereon to June 1, 1977.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00

Ⓢ However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) Ⓢ  
the whole

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 seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: June 6, 1977

*Jack Wood*  
Jack Wood  
*Ethel V. Wood*  
Ethel V. Wood

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

STATE OF OREGON, )  
County of Klamath ) ss.  
June 6, 1977

Personally appeared the above named  
**Jack Wood and Ethel V. Wood**

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

Before me: *Linda H. Chandler*  
(OFFICIAL SEAL) LINDA G. CHANDLER  
Notary Public for Oregon  
My commission expires: 5-12-81

STATE OF OREGON, County of Klamath ) ss.  
June 6, 1977

Personally appeared Jack Wood and Ethel V. Wood 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

KLAMATH RIVER ACRES OF OREG., LTD., 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: \_\_\_\_\_  
(OFFICIAL SEAL) \_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\*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.

Jack Wood and Ethel V. Wood

GRANTOR'S NAME AND ADDRESS

Charles H. Houser & Janice M. Houser

GRANTEE'S NAME AND ADDRESS

After recording return to:

Transamerica Title Insurance Co.

NAME, ADDRESS, ZIP

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

Charles H. Houser & Janice M. Houser  
1945 So. 6th St.  
Klamath Falls, OR

NAME, ADDRESS, ZIP

STATE OF OREGON, ) ss.

County of \_\_\_\_\_

I certify that the within instrument was received for record on the day of June, 1977, at 10 o'clock AM, and recorded in book 35822 on page 30638 or as file/reel number 35822 30638.  
Record of Deeds of said county.  
Witness my hand and seal of County affixed.

Recording Officer

By \_\_\_\_\_ Deputy

17333

9878

# Agreement for Deed and Purchase of Real Estate

This Agreement made and executed in duplicate this 19<sup>th</sup> day of November 1969, between KLAMATH RIVER ACRES OF OREGON, LTD., hereinafter designated as "Seller" and Clarence H. & Bernice E. Suffer, hereinafter designated as "Buyer"; 53 Surrey Circle, Oxnard, Calif. 93030, hereinafter designated as "Buyer";

WITNESSETH: Ph. 485-1472 (805)

That the Seller, in consideration of the covenants and agreements hereinafter contained, to be the first performed as a condition precedent by Buyer, agrees to sell and convey unto said Buyer, and said Buyer agrees to buy that certain real property in the County of Klamath, State of Oregon, described as follows, to wit:

First Addition

LOT (X) 8 BLOCK 11 KLAMATH RIVER ACRES as recorded in the office of the County Clerk of Klamath County, Oregon

Subject to pro rata of taxes and/or easements for the fiscal year 1969-1970, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of Thirty nine hundred Dollars (\$3900.00), which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate, as follows:

Four hundred Dollars (\$400.00) in cash upon the execution and delivery of this agreement, the receipt thereof being duly acknowledged and the balance of said sum in installments of Thirty five Dollars (\$35.00) or more on or before the 5<sup>th</sup> day of each and

every calendar month commencing with the 5<sup>th</sup> day of January, 1970, including interest on all deferred payments from date hereof at the rate of 8% per annum, continuing until paid. Each installment when paid shall be applied by the holder hereof, first, so much as shall be required to the payment of interest accrued as above specified, and next, the balance thereof to the payment of the principal sum.

Buyer agrees to pay all taxes hereinafter levied as well as all public and municipal liens and assessments hereinafter lawfully imposed upon said property, all promptly and before the same or any part thereof become past due. Seller may, at its option, pay all such taxes, levies or assessments (including installments on bonds) together with penalties thereon and such payment will be conclusive evidence of the validity of such payment. Any amount so paid, together with interest, at the rate of 8% per annum from the date of payment until repaid, shall be repaid by Buyer to Seller on demand; and the failure by Buyer to repay the same with such interest within 30 days after such demand by Seller shall constitute a default under the terms of this agreement. In the event the taxing authorities do not make a separate assessment for the property described above, but said property is assessed as a portion of a larger parcel or tract of real property, Seller shall allocate to Buyer as his portion of said taxes, a portion of the taxes assessed against the entire parcel or tract, determined by comparing the fair market value of this property to the fair market value of all the land portions have been made available for sale by Seller.

It is further agreed that time is of the essence and full performance by Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder. Except as herein elsewhere provided, Buyer agrees to pay a \$1.00 charge for payments more than fifteen (15) days late or for non-sufficient checks. Should a default be made (a) in the payment of any of said installments of principal or interest when the same become due, or (b) in the observance or performance of any obligations hereunder, the Seller may thereupon enforce its right hereunder either by (1) declaring this agreement null and void and terminated, in which event all payments made prior to such default by the Buyer to Seller shall be retained by the Seller as agreed upon and reasonable rental; and the Seller shall have the right to immediately repossess the property without being liable to action therefor; or (2) any other legal or equitable right or remedy it may have in the premises. Buyer agrees to pay all costs and expenses of any kind commenced by Seller to enforce this agreement, including reasonable attorney's fees. In case of election by Seller to enforce its rights hereunder, it may declare this agreement to be null and void and Buyer's rights thereby forfeited by a service upon Buyer of its written declaration of forfeiture and cancellation or by depositing such written declaration in the United States mail, postage prepaid, addressed to the Buyer at the post office address below, or at such other address supplied by Buyer to Seller. In the event Buyer defaults in his payments and this agreement is terminated by Seller, Buyer's liability for past due payments and interest will be terminated upon surrender by Buyer of his copy of this agreement.

The Buyer agrees that he will, at all times during the term of this agreement or any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are incurred or caused by the Seller and not assumed by the Buyer hereunder. Nothing contained herein shall be construed to be a guarantee, warranty, or representation as to the present or future existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or authority concerning or limiting the type or character of or the right to erect buildings or structures on said realty or the use to which same may be put.

The Seller agrees, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof and the surrender of this agreement, to execute and deliver to Buyer, a warranty deed sufficient to convey title to said realty free and clear of all encumbrances made, done or suffered by Seller except as set forth above, and except easements or restrictions of record or apparent on the face of the land.

No waiver of the breach of any of the covenants, agreements, restrictions and/or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this agreement.

Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrance without first obtaining the written consent of Buyer. Seller further warrants and agrees that Seller will not place any additional off-site improvements on the property or perform any work on the property which might result in the creation of a Mechanic's Lien on the property without first obtaining the written consent of Buyer and without filing a surety bond with the appropriate governmental office for the performance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undertake such additional improvements or work, Seller agrees to furnish to the contractor making such improvements or performing such work, a copy of the final subdivision public report issued by the State of Oregon pertaining to the property.

Buyer shall not record this agreement nor permit it to be recorded.

Buyer acknowledges that the purchase of the property as herein agreed to be made by him has not been made with respect to, based upon, or as a result of any inducement, promise, representation, agreement, condition, or stipulation not specifically set forth herein.

SELLER

BUYER

KLAMATH RIVER ACRES OF OREGON, LTD.

Clarence H. Suffer & Bernice E. Suffer

By

E. J. Shropshire

53 Surrey Circle, Oxnard, Ca 93030

17334

9879

## AGREEMENT FOR TRANSFER

FOR VALUE received, we, Clarence H. Duffell, Jr., and  
Bernice E. Duffell, do hereby assign all our rights and interests in  
Lot 8, Block 11, in First Addition, KLAMATH RIVER ACRES OF OREGON, LTD.,  
to Jack Wood and or Ethel V. Wood.

Signed: Clarence H. Duffell Jr.Signed: Bernice E. DuffellSigned: Daniel E. Lown  
WitnessDated this 27<sup>th</sup> day of May, 1971.

We, Jack Wood and or Ethel V. Wood.  
do hereby accept all rights, in terests and obligations due on Lot 8,  
Block 11, in First Addition, KLAMATH RIVER ACRES OF OREGON, LTD.. We  
agree to assume the remaining balance of \$3,290.92 due on said lot, and  
to pay for same in monthly payments of \$35.00 or more per month.

Signed: Jack WoodSigned: Ethel V. WoodSigned: Daniel E. Lown  
WitnessDated this 27<sup>th</sup> day of May, 1971.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27<sup>th</sup> day of  
JUNE A.D., 19 77 at 11:37 o'clock A.M., and duly recorded in Vol. M77  
of DEEDS on Page 9877.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Frank Drazic Deputy

INDEXED

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of  
SEPTEMBER A.D., 19 77 at 11:33 o'clock PM.M., and duly recorded in Vol. M77  
of DEEDS on Page 17332.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Bernetha V. Letech Deputy