

38566

ASSIGNMENT OF CONTRACT

Vol. 77 Page 21330

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto ROSE D. GOSS

COPY his heirs, successors and assigns all of the vendee's right, title and interest in and to that certain attached/unrecorded contract dated November 16, 1977, between ALBERT A. MITCHELL and BETTY MAE MITCHELL, Husband and Wife as seller, and MARVIN W. JONES and GOLDA J. JONES, Husband and Wife as buyer, for the sale and purchase of the following described real estate in Klamath County, Oregon:

See Attached Exhibit 'A' Which By This Reference Is Made A Part Hereto

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 \$1,957.24 with interest paid thereon to September 24, 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 \$3,800.00. 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 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: NOVEMBER 4, 1977

MARVIN W. JONES

GOLDA J. JONES

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

STATE OF OREGON,

County of Klamath ss.
NOVEMBER 4, 1977

Personally appeared the above named
MARVIN W. JONES & GOLDA J. JONES

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

Before me:
Notary Public for Oregon

My commission expires: 7-21-81

STATE OF OREGON, County of ss.

Personally appeared 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

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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Mr. & Mrs. Marvin W. Jones
Rt. 1, Box 668 - Hill Road
Klamath Falls, Oregon 97601

Rose D. Goss
1510 Gossamere Lane
Stayton, Oregon

After recording return to:
Transamerica Title Insurance Co.
600 Main Street
Klamath Falls, Oregon 97601

Until a change is requested all tax statements shall be sent to the following address:
Grantee at 1510 Gossamere Lane
Stayton, Oregon

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

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.

Recording Officer

By Deputy

SPACE RESERVED FOR RECORDER'S USE

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The following described real property in Klamath County, Oregon:

A parcel of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 East of the Willamette Meridian.

Beginning at a point on the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, which lies S87°43'W along the North line 500 feet from the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S2°17'E a distance of 140.0 feet, more or less to the Northwest corner of that certain tract of land conveyed to Clifford Manual Miller by deed recorded in Deed Volume M-66 at page 11211; thence S84°42'E along the North line of said Miller tract a distance of 75.75 feet, more or less to the Southwest corner of that certain tract of land conveyed to John L. Gross, et ux, by deed recorded in Deed Volume M-66 at page 10168; thence N2°17'W along the West line of said Gross Tract a distance of 150 feet, more or less to a point on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S87°43'W along the North line, a distance of 75.0 feet, to the point of beginning.

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EXHIBIT 'A'

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CONTRACT OF SALE

This contract made and entered into this 16th day of November, 1970, by and between Albert A. Mitchell and Betty Mae Mitchell, husband and wife, hereinafter called SELLER and Marvin W. Jones and Golda J. Jones, husband and wife, hereinafter called BUYER,

WITNESSETH:

That for and in consideration of the payments hereinafter mentioned to be made by BUYER to SELLER and the covenants hereinafter contained to be kept and maintained by BUYER and SELLER, SELLER hereby agrees to sell to BUYER and BUYER hereby agrees to purchase from SELLER the following described real property in Klamath County, Oregon, to-wit;

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 36, South, Range 6 E.W.M., Klamath County, Oregon, more particulary described as follows:

Beginning at a point on the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ which lies South 87°43' West along said North line a distance of 500 feet from the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence 2°17' ^{South} East a distance of 140.0 feet, more or less, to the Northwest corner of that certain tract of land conveyed to Clifford Daniel Miller by Deed recorded in Vol. M66 at page 11211 of Klamath County, Oregon, Deed Records; thence, South 84°42' East along the North line of said Miller Tract a distance of 75.75 feet, more or less, to the Southwest corner of that certain tract of land conveyed to John L. Gross et ux by deed recorded in Vol. M66 at page 10168 of Klamath County, Oregon Deed Records; thence North 2°17' West along the West line of said Gross Tract a distance of 150 feet, more or less, to a point on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 87°43' West along said North line a distance of 75.0 feet, more or less, to a point of beginning.

For the total price of \$ 3,000.00 payable in the following manner, to-wit; \$ 30.00 upon the execution of this Contract, the receipt of which is hereby acknowledged by SELLER, and the balance of \$ 2,970.00 in monthly installments of not less than \$ 25.00 (or more) per month, including interest at the rate of 6% per annum from date hereon, on the unpaid balance, which payments are inclusive of interest, the first payment being due December 10, 1970, and

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a like payment on the 10th day of each month thereafter until said balance of \$ 2,970.00, together with said interest is fully paid.

BUYER has the right to prepay the principal sum owing or any portion thereof, in full, at any time upon payment of all accrued interest to the date of said payment, without penalty.

BUYER shall be entitled to possession of the premises effective the date of this Contract.

BUYER agrees that during the life of this Contract they will make no unlawful, improper, or offensive use of the premises and maintain same in good condition, reasonable use and ordinary wear and tear thereof, damage by the elements excepted.

BUYER agrees to pay all taxes and assessments property levied against said property promptly and before the same becomes delinquent and to permit no liens of any kind or nature to lawfully attach against said premises during the life of this Contract,

SELLER agrees to forthwith make and execute a good and sufficient Warranty Deed subject only to the exceptions hereinabove mentioned, conveying title to the above-described real property to BUYER, and said Warranty Deed and a Purchaser's Policy of Title Insurance in the sum of \$ 3,000.00, together with the original of this Contract, shall be placed in a Safety Deposit Box at the United States National Bank, Downtown Branch, Klamath Falls, Oregon, with instructions, among others, that all payments herein mentioned to be made by BUYER to SELLER shall be made to the order of MITCHELL RANCHES and upon BUYERS making final payment to SELLER said Warranty Deed and Policy of Title Insurance shall be delivered to BUYER.

Now, in the event BUYER, their legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the times specified, and shall strictly and literally perform all and singular the agreements the agreements and covenants herein contained according to the true intent and tenor thereof, then BUYER shall have the peaceful and continued possession of the premises herein mentioned and described, and upon making the final payment herein mentioned, shall receive from said Bank the documents heretofore mentioned, but in the event BUYER shall breach any of the covenants herein contained, or default in any of the payments herein mentioned to be made, then SELLER may, at SELLER'S option and while such breach

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or default continues, declares this Contract null and void and of no further force and effect and upon written demand made to said Bank shall receive the papers and documents therein, and in such case all of the rights and interests existing in favor of BUYER under this Contract shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in SELLER without any further declaration or act of re-entry, and without any other act by SELLER to be performed, and without any right of BUYER of reclamation or compensation for money paid or improvements made as absolutely, fully and perfectly as if this Contract had never been made. BUYER is hereby given a grace period of 30 days for the making of any payments due hereunder, and the heretofore said default conditions shall take effect upon the expiration of said 30 days.

In the event suit or action is instituted to enforce any provisions of this Contract, it is understood and agreed by and between parties hereto that the prevailing party therein shall be entitled to costs and disbursements incurred and a reasonable sum which shall be set by said Court as attorney fees therein as well as reasonable attorney fees and costs of any special appeal therefrom.

Any waiver by SELLER of any breach of default shall not be deemed as a continuing waiver. Time is of the essence of this agreement, and this agreement shall be binding on the parties hereto, their heirs, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

Albert A. Mitchell
Albert A. Mitchell, SELLER

Marvin W. Jones
Marvin W. Jones, BUYER

Betty Mae Mitchell
Betty Mae Mitchell, SELLER
NOTARY PUBLIC
My Commission Expires: Oct. 27, 1973

Golda J. Jones
Golda J. Jones, BUYER

STATE OF ARIZONA
COUNTY OF MOHAVE

My Commission Expires 10-26-71
Marguerite E. Ruge

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of NOVEMBER A.D. 1977 at 11:19 o'clock A M., and duly recorded in Vol M77 of DEEDS on Page 21399.

FEE \$ 15.00

WM. D. MILNE, County Clerk
By Bernard L. Letch Deputy