

42884

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ASSIGNMENT OF CONTRACT

JIMMIE R. CONNER and SUZANNE CONNER, husband and wife,
hereinafter referred to as Assignors and JAMES E. ROGERS and
CORA B. ROGERS, husband and wife, hereinafter referred to as
Assignees, hereby covenant and agree:

1. Assignors hereby convey to Assignees all of their
right, title and interest in that certain contract of sale,
including the terms and provisions thereof, dated January 6,
1975 and recorded on January 15, 1975 in Book M-75, page 548,
wherein the Assignors were the Sellers therein and Tommie E. Hamrick
and Joyce L. Hamrick, husband and wife, were the Purchasers
therein, covering the following described real property, located
in Klamath County, State of Oregon:

From the Southeast corner of Section 28, Township 35 South,
Range 7 East of the Willamette Meridian, South 89°43' West
501.6 feet to an iron pin, the point of beginning; thence
North 8°41' West 612.87 feet to an iron pin on the Southerly
boundary of that certain parcel of land described in Deed
Volume 317 at page 366; thence South 89°43' West along the
Southerly boundary of said parcel 120 feet to an iron pin on
the Easterly boundary of the Dalles-California Highway;
thence South 8°41' East 612.87 feet to an iron pin; thence
South 89°49' East 120 feet to the point of beginning.

ALSO

From the Southeast corner of Section 28, Township 35 South,
Range 7 East of the Willamette Meridian; South 89°43' West
501.6 feet to an iron pin, the point of beginning; thence
North 8°41' West 612.87 feet to an iron pin on the Southerly
boundary of that parcel of land described in Deed Volume 317
at page 366; thence East along said parcel 130 feet to an
iron pin; thence South 8°41' West 609.41 feet to an iron
pin; thence South 89°43' West 65 feet to the point of beginning.

2. PERSONAL PROPERTY: This Assignment shall also include
the following personal property and Assignors hereby convey to
Assignees all of their right, title and interest in that certain
Agreement, including the terms and provisions thereof, dated January
6, 1975, wherein the Assignors were the Sellers therein and
Tommie E. Hamrick and Joyce L. Hamrick, husband and wife, were
the Purchasers therein:

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1973 Flamingo 65 x 12 Mobile Home
Serial Number 118-4663

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3. CONSIDERATION AND TERMS: Assignees hereby agree to pay as consideration to Assignors for this Assignment the following:

- (a) The sum of \$20,000.00 cash,
- (b) An executed Satisfaction of Mortgage, regarding that certain Mortgage, dated December 1, 1973, recorded March 11, 1974, in Book M-74, page 3267, Mortgagor: Jimmie R. Conner and Suzanne Conner, husband and wife and Mortgagee: James E. Rogers and Cora B. Rogers, husband and wife.

4. DEED AND CONDITIONS: Assignors hereby warrant that they are owners as joint tenants the above-described real and personal property and that the Contract set forth above is not in default. Assignors further warrant that they are capable of conveying to Assignees the above-described real property by a Bargain and Sale Deed, which shall be executed contemporaneously with this Assignment, by the Assignors, conveying the said real property to the Assignees.

5. CLOSING - PERSONAL PROPERTY: Assignors shall at the time of the execution of this Assignment, assign, all of their right, title and interest in and to the above-described personal property. The Assignors further agree that out of the proceeds of this transaction payment will be made in full to the security interest holder, Nationwide Finance Corporation of Oregon, and that Assignors further agree to execute any and all documents necessary to have the title to the personal property transferred into the name of the Assignees.

6. NOTICE: Any notice under this Assignment shall be made as follows:

Assignors: Mr. and Mrs. Jimmie R. Conner
809 Lazy Oaks
Lufkin, Texas 75901

Assignees: Mr. and Mrs. James E. Rogers

Chiloquin, Oregon.

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7. LITIGATION FEES AND EXPENSES; In the event suit or action be instituted to enforce any of the terms or conditions of this agreement, the losing party shall reimburse the prevailing party for all costs and disbursements incurred therein along with such sum as the Court may adjudge reasonable attorneys' fees in such suit or action in both trial and appellate Courts.

Assignors covenant that there remains unpaid on said contract of sale, set forth above, the sum of \$ 52,215.68, with interest thereon at the rate of six (6%) per annum from January 11, 1978, and that they are the lawful owners of said contract; and that there are no set offs or defenses to said contract and that they have good right to assign the same as aforesaid.

TO HAVE AND TO HOLD the same unto Assignees.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 1st day of February, 1978.

Jimmie R. Conner
JIMMIE R. CONNER

Suzanne Conner by Jimmie R. Conner
SUZANNE CONNER *power of atty*

STATE OF OREGON)
) ss.
County of Klamath)

BE IT REMEMBERED, that on the 1st day of February, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JIMMIE R. CONNER, who is known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first written above.

Susan Key Way
Susan Key Way
Notary Public for Oregon
My commission expires 6/4/98
~~NOTARY PUBLIC FOR OREGON~~
My Commission Expires:

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BEFORE ME:

act.

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/98

Mr. and Mrs. Tommie Hamrick
Star Route Box 11
Chiloquin, Oregon

Filed for record at San Francisco
this 3rd day of FEBRUARY, A. D. 1978, at 3:28 o'clock PM., and
fully recorded in Vol. M78, of DEEDS on Page 2111
J. M. D. MILNE, County Clerk

FREE \$ 12.00

Wm D. MILNE, County Clerk
By Bernetha W. Keloch

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