

17-74

42967

ASSIGNMENT OF CONTRACT

Vol. <sup>m</sup> 78 Page 2602

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 FRED EVANS and GRACE EVANS, husband and wife

and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated September 30, 1972, between CLAY THOMAS and EDNA R. THOMAS, husband and wife as seller and ROGER COUTURE and ELAINE COUTURE, 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 \_\_\_\_\_ (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 \$9,284.62 with interest paid thereon to February 6, 1978; 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 \$72,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

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: February 13, 1978.  
(See reversed side of this assignment for legal description)

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

STATE OF OREGON, ss.  
County of Klamath  
February 13, 1978  
Personally appeared the above named  
Roger Couture and Elaine  
Couture, husband and wife

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

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires 4/21/79  
DONNA KRICK  
NOTARY PUBLIC-OREGON

\*Strike which 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.

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)

GRANTOR'S NAME AND ADDRESS  
GRANTEE'S NAME AND ADDRESS  
After recording return to:  
NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be sent to the following address:  
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, ss.  
County of \_\_\_\_\_  
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.

Recording Officer  
By \_\_\_\_\_ Deputy

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~~XXXXXX~~  
Lots 1 and 2 in Block 3, BUTLER'S ADDITION TO FORT KLAMATH, Klamath County, Oregon, and Lots 2 and 7 in Block 1 of FORT KLAMATH, Klamath County, Oregon.

#2661

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This Agreement, made and entered into this 30th day of September, 1972 by and between  
 CLAY THOMAS and EDNA R. THOMAS, husband and wife,  
 hereinafter called the vendor, and  
 ROGER COUTURE and ELAINE D. COUTURE, husband and wife,  
 hereinafter called the vendee.

## WITNESSETH

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

Lots 1 and 2, Block 3, of Butler's Addition to the City of Fort Klamath, Oregon, and Lots 2 and 7, Block 1, Fort Klamath, Oregon, according to the recorded plat thereof of on file in the office of the County Clerk; Klamath County, Oregon

at and for a price of \$ 18,000.00 , payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$3,000.00 at the time of the execution  
 \$15,000.00 with interest at the rate of 7%  
 per annum from date of closing payable in installments of not less than \$174.17 per  
 month, inclusive of interest, the first installment to be paid on the 1st day of February  
 1973, and a further installment on the 1st day of every month thereafter until the full balance and interest  
 are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Klamath County Title Co. 422 Main Street at Klamath 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 in companies approved by vendor 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 Vendors 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 date of contract.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property as of date of contract

Vendor 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 Klamath County Title Company, 422 Main Street

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 necessary 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 re-vest 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.

WM. P. BRANDSNESS  
ATTORNEY AT LAW  
278 MAIN STREET  
KLAMATH FALLS, OREGON 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of February A.D., 19 78 at 10:44 o'clock A M., and duly recorded in Vol. M78, of Deeds on Page 2602.

FEE \$12.00

WM. D. MILNE, County Clerk

By Bernard J. Seloch Deputy