

1-1-74

47655

ASSIGNMENT OF CONTRACT

Vol. 18 Page 9222

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto **BILL MONTGOMERY and LINDA L. MONTGOMERY, husband and wife**

his heirs, successors and assigns all of the vendee's right, title and interest in and to that certain attached, unrecorded contract dated May 1, 1971, between **KLAMATH RIVER ACRES OF OREGON, LTD.**

as seller, and **GRACE M. COX,**

as buyer, for the sale and purchase of the following described real estate in **Klamath** County, Oregon:

Lot 27 in Block 1 of **KLAMATH RIVER ACRES**, Klamath County, State of Oregon.

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 \$ 1,657.10 with interest paid thereon to May 1, 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 \$ 6,500.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).^①

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: May 4, 1978

Bill W. Montgomery
Linda L. Montgomery

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

STATE OF OREGON,

County of **Klamath**

May 4, 1978

Personally appeared the above named **Bill Montgomery and Linda L. Montgomery**

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

(OFFICIAL SEAL) *James L. Addington*
Notary Public for Oregon
My commission expires: 3-22-81

STATE OF OREGON, County of

Personally appeared

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)

*Strike whichever word is not applicable. NOTE—The sentence between the symbols { }, if not applicable, should be deleted. See ORS 93.032. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

CLERK'S NAME AND ADDRESS

DEEDS TO NAME AND ADDRESS

After recording return to

Transamerica Title Ins. Co.
Attn: Marlene

NAME ADDRESS ZIP

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

Grace M. Cox
3754 Cortez
Klamath Falls, Oregon 97601

STATE OF OREGON,

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

Box 52 Agreement for Deed and Purchase of Real Estate

This Agreement made and executed in duplicate this 1st day of May, 1971, between **KLAMATH RIVER ACRES OF OREGON, LTD.**, hereinafter designated as "Seller" and Edith A. Milne, hereinafter designated as "Buyer":

WITNESSETH

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:

LOT 8, BLOCK 1, 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 1971-1972, 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 one thousand nine hundred and 00/100 Dollars (\$1900.00) which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate as follows:

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 Twenty Dollars Dollars (\$20.00) day of each and 1st or more on or before the 1st day of May, 1971.

every calendar month commencing with the 1st day of May, 1971, 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 to Seller, in addition to the purchase price, all taxes and municipal fees and assessments, including interest, on said property, as and when the same are levied or assessed, and to pay all such taxes, fees and assessments, together with interest, on the date of payment. If Buyer fails to pay any such taxes, fees and assessments, together with interest, on the date of payment, the Seller may, at its option, pay all such taxes, fees and assessments, together with interest, on the date of payment, and the failure by Buyer to pay the same shall constitute a default under this agreement. In the event the taxing authority does not make a separate assessment for the taxes on said property, but the taxes are assessed on a larger parcel or tract of real property, Seller shall allocate to Buyer as his share of the taxes on said property, the proportion of the taxes assessed on said property to the taxes assessed on the larger parcel or tract, determined by comparing the fair market value of this property to the fair market value of the larger parcel or tract.

Buyer agrees to pay to Seller, in addition to the purchase price, all taxes and municipal fees and assessments, including interest, on said property, as and when the same are levied or assessed, and to pay all such taxes, fees and assessments, together with interest, on the date of payment. If Buyer fails to pay any such taxes, fees and assessments, together with interest, on the date of payment, the Seller may, at its option, pay all such taxes, fees and assessments, together with interest, on the date of payment, and the failure by Buyer to pay the same shall constitute a default under this agreement. In the event the taxing authority does not make a separate assessment for the taxes on said property, but the taxes are assessed on a larger parcel or tract of real property, Seller shall allocate to Buyer as his share of the taxes on said property, the proportion of the taxes assessed on said property to the taxes assessed on the larger parcel or tract, determined by comparing the fair market value of this property to the fair market value of the larger parcel or tract.

The Seller agrees, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof, and the execution of this agreement, to execute and deliver to the Buyer a deed sufficient to convey title to said realty free and clear of all encumbrances made known to the Seller at the time of the execution of this agreement, and to execute and deliver to the Buyer a deed sufficient to convey title to said realty free and clear of all encumbrances made known to the Seller at the time of the execution of this agreement, and to execute and deliver to the Buyer a deed sufficient to convey title to said realty free and clear of all encumbrances made known to the Seller at the time of the execution of this agreement.

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.

BUYER
Edith A. Milne

KLAMATH RIVER ACRES OF OREGON, LTD.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of May, A.D., 1978 at 3:58 o'clock P. M., and duly recorded in Vol. 9222 of Deeds on Page 5.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernice D. Smith Deputy