

49314

ASSIGNMENT OF CONTRACT

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto LLOYD O. NIKODYM and HELEN J. NIKODYM, husband and wife

title and interest in and to that certain attached, unrecorded contract dated November 8, 1977 between EDGAR L. VIETS (who subsequently assigned to Harold Relf & Grace Relf) as seller, and H.W. PAYNE and M.J. PAYNE, husband and wife as buyer, for the sale and purchase of the following described real estate in Klamath County, Oregon:

Lot 11 in Block 68 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, 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 \$ 8,603.09 with interest paid thereon to May 16, 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 \$ 15,000.00

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 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 31, 19 78

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

STATE OF OREGON,  
County of Klamath  
June 1, 19 78

Personally appeared the above named  
H.W. Payne and M.J. Payne

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

Notary Public for Oregon  
My commission expires: 3-22-81

NOTE—The sentence between the symbols ①, 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 \_\_\_\_\_

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ and who, being duly sworn, 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)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

T/A- So. 6th Office  
Attn: Marlene

NAME ADDRESS ZIP

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

Mrs. Mrs. Lloyd O. Nikodym  
P.O. Box 374  
Phoenix, Oregon 97535

NAME ADDRESS ZIP

STATE OF OREGON,

County of \_\_\_\_\_ ) ss.

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/rel. number \_\_\_\_\_

Record of Deeds of said county. Witness my hand and seal of County affixed.

Recording Officer

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

11658

CONTRACT TO SELL REAL PROPERTY

THIS CONTRACT by and between EDGAR L. VIETS, a married man, selling as his sole and separate property, an estate in fee simple, hereinafter called the Seller, and H. W. PAYNE and M. J. PAYNE, husband and wife, hereinafter called the Buyers,

W I T N E S S E T H:

In consideration of the agreements herein contained and the payments to be paid by Buyers to Seller, Seller hereby agrees to sell to Buyers, and Buyers hereby agree to purchase from Seller the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Lot 11 in Block 68 of BUENA VISTA ADDITION TO  
THE CITY OF KLAMATH FALLS, Klamath County, Oregon

upon the following terms and conditions:

(1) Purchase Price: Buyers shall pay as the purchase price of said property the sum of \$9,500.00 lawful money of the United States, as follows: \$850.00 upon execution of this agreement (receipt whereof is hereby acknowledged), \$75.00 on the 8th day of December, 1977, and \$75.00 on the 8th day of each and every month thereafter until December 8, 1987 at which time the remaining unpaid balance shall be due and payable in full. All or any portion of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of nine percent (9%) per annum from November 8, 1977, until paid, interest to be paid monthly and included in the minimum monthly payments above required.

CONTRACT TO SELL REAL PROPERTY (1)

(2) Taxes: Taxes and insurance on said premises for the current year shall be prorated as of November 8, 1977.

(3) Possession: Buyers shall be entitled to possession of the premises on or before November 8, 1977, and may retain such possession so long as they are not in default under the terms of this contract.

(4) Premises: Buyers agree to keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that they will keep said premises free from mechanic's liens and all other liens and save the Seller harmless therefrom and reimburse Seller for all costs and attorney's fees incurred by him in defending against any such liens; that they will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof becomes past due. If the Buyers shall fail to pay any such liens, costs and water rents, taxes or charges, Seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the Seller for Buyers' breach of contract.

(5) Title Insurance: Seller agrees that at his expense he will furnish unto Buyers a title insurance policy insuring in an amount equal to said purchase price marketable title

in and to said premises within thirty (30) days from the date of this contract.

(6) Insurance: Buyers agree that they will insure and keep insured all buildings and other improvements now or hereafter erect d on said premises against loss or damage by fire, with extended coverage, in an amount equal to the insurable value of said premises in a company or companies satisfactory to the Seller with loss payable first to the Seller, then to the Buyers as their respective interests may appear. A copy of the policy shall be held by Seller until such time as this contract has been paid in full.

(7) Deed: Seller agrees that when said purchase price is fully paid he will deliver a good and sufficient deed conveying said premises in fee simple unto the Buyers, their heirs and assigns, free and clear of encumbrances, and free and clear of all encumbrances since that date placed, permitted or arising by, through or under Seller; excepting, however, all easements, restrictions, taxes, municipal liens, water rents and public charges as assumed by the Buyers and further excepting all liens and encumbrances created by the Buyers or their assigns.

(8) Default: It is understood and agreed between the parties that time is of the essence of this contract and in case the Buyers fail to make the payments above required, or any of them, punctually within thirty (30) days of the time limited therefor, or fail to keep any agreement herein contained, then Seller at their option shall have the following rights:

CONTRACT TO SELL REAL PROPERTY (3)

A. To declare the whole unpaid principal balance of said purchase price with interest thereon at once due and payable; and/or

B. To foreclose this contract by suit in equity.

(9) Waiver: Buyers agree that failure by the Seller at any time to require performance by them by any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by the Seller of any 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.

(10) Attorney's fees: In the event that suit or action be instituted by either party to enforce any rights under this contract, or for any matter in any way arising out of this contract, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover in addition to costs and disbursements, such further sum as to the Court may be deemed reasonable as attorney's fees.

(11) Assignment: Buyers shall not assign their interest in this agreement without the express written consent of Seller. Seller agrees that he will not unreasonably withhold such consent. Seller shall have the right to assign his interest in this agreement subject to the rights of Buyers.

(12) Escrow: It is agreed that this contract, together with a good and sufficient warranty deed covering said premises from Seller to Buyers, shall be placed in escrow with Klamath First Federal Savings and Loan Association, Klamath Falls, Oregon, and

that contemporaneously with the execution of this agreement the parties hereto shall execute the necessary escrow instructions satisfactory to the escrow agents as required to accomplish the provisions herein set forth.

(13) Successors and Assigns: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to and inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and so far as this contract is assignable by the terms hereof, to the assigns of such parties.

(14) Severability: Should any part, term or provision of this contract be by the courts decided to be illegal, unconstitutional or in conflict with any law of the State of Oregon, the validity of the remaining portions, or provisions of this contract shall not be affected thereby.

(15) Inspections and Limitation of Representation: Other than warranty of title to the real property, and payments of all charges incurred by the Seller which may become a lien against the property, the Seller makes no warranties as to the condition or use of the real property all of which is sold on an 'as is' 'where is' basis. Buyers agree that full inspection of the described premises has been made by Buyers and that neither the Seller nor any persons, including real estate brokers, agents or attorneys representing the Seller have made any representation or warranties respecting the property or the condition of the improvements or repairs. Buyers agree that they are fully satisfied with the property herein agreed to be sold as Buyers find it.

This agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements.

(16) Representation by Attorney: The parties hereto acknowledged that this contract was prepared by Michael L. Brant, Attorney at Law, 325 Main Street, Klamath Falls, Oregon 97601, solely on behalf of the Seller and that said attorney in no way represents Buyers.

(17) Recording: Seller agrees at the request of Buyers to execute a Memorandum of Sale which Buyers may use for recording in lieu of this agreement.

(18) Notices and Addresses: Notices to the parties shall be given at the following addresses to Buyers, H. W. PAYNE and M. J. PAYNE, husband and wife, at 1940 Portland Street, Klamath Falls, Oregon 97601, to Seller EDGAR L. VIETS, a married man, at 8771 Dehlinger Lane, Klamath Falls, Oregon 97601. (Subject to change by written notice).

(19) Paragraph Headings: Paragraph headings in this contract are inserted for convenience only and are not to be construed as restricting the meaning of the paragraphs to which they refer.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 8th day of November, 1977.

SELLER:

Edgar L. Viets

BUYERS:

H. W. Payne  
M. J. Payne

STATE OF OREGON       )  
                          ) ss.  
County of Klamath    )

11661

Before me this 8th day of November, 1977, personally appeared the above-named EDGAR L. VIETS, a married man, and acknowledged the foregoing instrument to be his voluntary act and deed.

(S E A L)

Edgar L. Viets  
Notary Public for Oregon  
My Commission Expires: 6-13-80

STATE OF OREGON       )  
                          ) ss.  
County of Klamath    )

Before me this 8th day of November, 1977, personally appeared the above-named H. W. PAYNE and M. J. PAYNE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Edgar L. Viets  
Notary Public for Oregon  
My Commission Expires: 6-13-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

on 1st day of June A. D. 1978 at 10:40 o'clock A. M., and

truly recorded in Vol. M78, of Deeds on Page 11657

Wm D. MILNE, County Clerk

By Bernice A. Hutsch

Fee \$24.00

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