

ASSUMPTION OF CONTRACT

THIS AGREEMENT, Made and entered into on the 7th day of August, 1978, by and between JERALD L. SANTILLIE and MARILYN M. SANTILLIE, husband and wife, hereinafter referred to as SELLERS, and WAYNE D. WOODWICK and JUNE M. WOODWICK, husband and wife, hereinafter referred to as BUYERS;

WITNESSETH:

SELLERS hereby agree to sell to BUYERS, and the latter hereby agree to purchase from the former, the following parcel of real property, situated in Klamath County, State of Oregon, more particularly described as follows:

An undivided one-half interest in the following described real property:

All of lots 594 and 595 in Block 108 of MILLS ADDITION to the City of Klamath Falls, Oregon, except the following:

Beginning at a point 55 feet from the Southwest corner of Lot 595 in Block 108 of MILLS ADDITION to the City of Klamath Falls, Oregon, (as shown on the recorded plat thereof), thence North and at right angles to the North line of Darrow Street, a distance of 70 feet; thence East and parallel to the North line of Darrow Street a distance of 45 feet; thence South and at right angles to Darrow Street a distance of 70 feet to the North line of Darrow Street; thence along the North line of Darrow Street, Westerly a distance of 45 feet to the point of beginning.

The above conveyed real property is presently subject of a Assignment of Contract, dated September 12, 1974, wherein DALE HIMELWRIGHT and LOIS HIMELWRIGHT, husband and wife, and STAR BODY WORKS OF KLAMATH FALLS, INC., are Assignor, and JERALD L. SANTILLIE and MARILYN M. SANTILLIE, husband and wife, and WAYNE D. WOODWICK and JUNE M. WOODWICK, husband and wife, are the Assignees.

BUYERS hereby agree to assume said Assignment from SELLERS as partial consideration for this transfer and to hold SELLERS harmless therefrom.

As further consideration, BUYERS agree to pay to the SELLERS the sum of \$20,000.00. BUYERS expressly state that they do not want a policy of title insurance on this property, and do not require the

SELLERS to purchase such a policy.

It is understood and agreed to by all parties to this transaction that the firm of Parks & Ratliff, Attorneys at Law, are the attorneys for the SELLERS, and are acting in that capacity, even though BUYERS have agreed to pay part of all fees as part of their costs for this transaction.

The covenants, conditions and terms of this assumption shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained.

WHEREFORE, the parties have set their hands the day and year first hereinabove written.

SELLERS:

BUYERS:

Jerald L. Santillie
Jerald L. Santillie

Wayne D. Woodwick
Wayne D. Woodwick

Marilyn M. Santillie
Marilyn M. Santillie

June M. Woodwick
June M. Santillie
Woodwick

STATE OF OREGON)
) ss.0
County of Klamath)

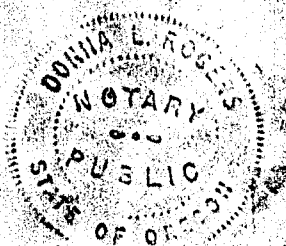
Personally appeared before me on this 7th day of August, 1978, the above named JERALD L. SANTILLIE and MARILYN M. SANTILLIE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Donna L. Rogers
Notary Public for Oregon
My Commission Expires: 6/28/81

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me on this 7th day of August, 1978, the above named WAYNE D. WOODWICK and JUNE M. WOODWICK, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Donna L. Rogers
Notary Public for Oregon
My Commission Expires: 6/28/81

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of August A.D., 19 78 at 9:07 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 17524.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernice H. Helbo Deputy