

Courtesy

61023

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ASSIGNMENT OF CONTRACT

Seller. KENNETH D. BOYER and SHARON MICHELE BOYER

Buyer. WILLIAM B. FAIRGRIEF

Assignee. ROBERT PENNINGTON and RICHARD PENNINGTON

Tax Statements. Until a change is requested, all tax statements shall be sent to the following address: William B. Fairgrief, 1491 Oriole Ave. Apt. #3, San Leandro, Calif. 94578

Assignment. For valuable consideration paid by Assignee, Buyer assigns to Assignee two-thirds of Buyer's right, title and interest in that certain contract of sale between Seller and Buyer dated July 1, 1977, and in the real property described therein to-wit:

A tract of land situated in the W 1/2 SE 1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South Quarter of said Section Twenty-Seven (27); thence North 00°13'02" West, 332.46 feet; thence East 662.39 feet; thence South 00°17'12" East, 329.89 feet; thence South 89°46'39" West, 662.79 feet to the point of beginning, containing 5.04 acres, more or less.

SUBJECT TO a 30-foot easement along the East side.

It is Buyer's intention to create hereby a tenancy in common by assigning said contract as follows: One-third to WILLIAM B. FAIRGRIEF; one-third to ROBERT PENNINGTON; and one-third to RICHARD PENNINGTON.

Warranties: Buyer warrants that:

The unpaid principal balance on said contract of sale is \$6,097.38;

The interest on the unpaid principal balance on said contract of sale is paid to 10/10, 1978;

Said contract of sale is valid and current in every respect and that Buyer has performed all terms and conditions required of Buyer, without default;

The property which is subject to said contract of sale is free and clear of all encumbrances except said contract of sale and 1978-79 real property taxes, a lien not yet payable, and the following exceptions:

(1) Reservations and restrictions contained in deed executed by Rolling E. Cook and Helen E. Cook, husband and wife, to Hardy G. Hand and Betty P. Hand, husband and wife, dated July 8, 1954, recorded July 22, 1954, in Deed Volume 268 Page 209, records of Klamath County, Oregon, as follows: "Saving and except; it is agreed that the sellers retain an undivided half interest in all of the minerals, oil, and gas rights on the premises, together with the privilege of ingress and egress for the purposes of taking and removing the same."

(2) Easement for 30-foot road along the East side as disclosed by Deed recorded March 4, 1975, in Deed Volume M75 page 2491, records of Klamath County, Oregon.

Dated this 11 day of October, 1978.

Buyer.

William B. Fairgrieve
WILLIAM B. FAIRGRIEVE

STATE OF OREGON)
) ss. October 13, 1978.
 County of Deschutes)

Personally appeared the above-named WILLIAM B. FAIRGRIEF and acknowledged the foregoing instrument to be his voluntary act. Before me:

Charles A. Miller
 Notary Public for Oregon
 My Commission expires: 1-25-80

ACCEPTANCE OF ASSIGNMENT

Assignee, in consideration of the Assignment set forth above, does hereby accept the assignment of said contract and agrees to be as fully and completely bound by said contract as was Buyer.

Dated this 13th day of October, 1978.

Assignee. Robert Pennington
 ROBERT PENNINGTON

Richard Pennington
 RICHARD PENNINGTON

STATE OF OREGON)
) ss. October 13th, 1978.
 County of Deschutes)

Personally appeared the above-named ROBERT PENNINGTON and RICHARD PENNINGTON and acknowledged the foregoing instrument to be their voluntary act. Before me:

Charles A. Miller
 Notary Public for Oregon
 My Commission expires: 1-25-80



After Recording Return to:
 Pine Forest Escrow
 P.O. Box 485
 LaPine, OR. 97139

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of January A.D., 19 79 at 3:10 o'clock P.M., and duly recorded in Vol. 479 of Deeds on Page 1064.

FEE \$9.00

WM. D. MILNE, County Clerk
 By James D. Hilech Deputy