

66829

Vol. <sup>m</sup>70 Page 10415

K-3-1002

A S S I G N M E N T

\* \* \* \* \*

KNOW ALL MEN BY THESE PRESENTS, that JAMES P. WOODWARD and DORIS K. WOODWARD, husband and wife, hereinafter called Assignors, in consideration of the sum of EIGHTY-EIGHT THOUSAND and no/100ths DOLLARS payable as follows:

(a) The sum of \$500.00, which has previously been paid as earnest money;

(b) The further sum of \$18,897.70 which is paid upon the execution of this Assignment;

(c) The further sum of \$10,000.00, which is represented by two diamonds having a cash value of \$10,000.00;

(d) The remaining balance of \$58,602.30, is represented by the assumption by the Assignees of the unpaid balance of principal and interest of \$58,602.30, as of April 4, 1979, owing on that certain contract of sale, wherein Assignors were the Purchasers and Darwin Don Dowding and Marthela H. Dowding, husband and wife, were the Sellers, dated the 5th day of August, 1976.

said consideration being paid by RICKY J. ALLEN and VIRGINIA E. ALLEN, husband and wife, hereinafter called Assignees, do by these presents re-assign and transfer to said Assignees, all of Assignors' right, title and interest in and to that certain contract of sale, dated August 5, 1976, wherein DARWIN DON DOWDING and MARTHELA H. DOWDING, husband and wife, agreed to sell and JAMES P. WOODWARD and DORIS K. WOODWARD, husband and wife, agreed to purchase the following described property in Klamath County, Oregon:

Lots 16, 17 and 18 in Block 6 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the

ASSIGNMENT, PAGE ONE.

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County Clerk of Klamath County, Oregon

TOGETHER WITH all that certain personal property more particularly described and set forth on Exhibit "A", which is attached hereto and by this reference incorporated herein.

And Assignors do hereby convey unto said Assignees as joint tenants all of Assignors' right, title and interest in and to said property, subject to the terms of said Contract of Sale.

Assignors covenant that there remains unpaid on said contract the sum of \$59,159.24, with interest thereon at the rate of nine and one-half (9 1/2%) per annum from March 31, 1979, and that they are the lawful owners of said Contract and that there are no set offs or defenses to said Contract and that they have good right to assign the same as aforesaid.

The Contract of Sale hereinabove mentioned has specifically provided that the consent of the Sellers, DARWIN DON DOWDING and MARTHELA H. DOWDING, husband and wife, must be obtained prior to an Assignment. Attached hereto, marked Exhibit "B", is the Consent to the Assignment, by the said Sellers.

It is mutually agreed by and between the parties that the terms of the Oregon Bulk Sales Law is hereby waived. Assignors have provided Assignees with an Affidavit of Assignors' creditors as of the closing date of the this transaction. The sums listed in the said Affidavit will be paid out of closing. Assignors agree to hold Assignees harmless from any debts owed by the business known as Western Burger up to and including March 30, 1979.

TO HAVE AND TO HOLD the same unto the said Assignees.

IN WITNESS WHEREOF, the Assignors have hereunto set their hands and seals this 4 day of March, 1979.

James P. Woodward  
JAMES P. WOODWARD

ASSIGNMENT, PAGE TWO.

James P. Woodward

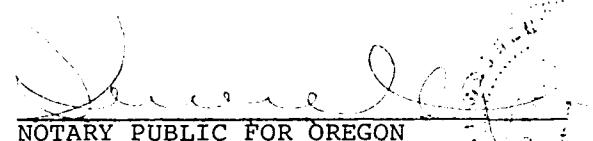
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DORIS K. WOODWARD

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

BE IT REMEMBERED, that on this 11 day of March, 1979,  
before me, the undersigned, a Notary Public in and for said County  
and State, personally appeared the within named JAMES P. WOODWARD  
and DORIS K. WOODWARD, husband and wife, who are known to me to be  
the identical persons described in and who executed the foregoing  
instrument and acknowledged to me that they executed the same  
freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and  
notarial seal the day and year in the certificate first above  
written.

  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-5-79

Unless a change is requested all  
future tax statements shall be sent to:

Mr. and Mrs. Ricky J. Allen c/o 1st Federal  
Main St.

Return to KLT Co

ASSIGNMENT, PAGE THREE.

CONSENT TO ASSIGNMENT

\* \* \* \* \*

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THIS AGREEMENT made and entered into this 11 day of March, 1979, by and between DARWIN DON DOWDING and MARTHELA H. DOWDING, hereinafter referred to as Sellers; JAMES P. WOODWARD and DORIS K. WOODWARD, hereinafter referred to as Assignors; and RICKY J. ALLEN and VIRGINIA E. ALLEN, hereinafter referred to as Assignees,

SUBJECT MATTER

On August 5, 1976 Sellers entered into a Contract of Sale with Buyers for the conveyance of certain real and personal property which agreement was evidenced by an agreement of sale recorded in Vol M-76 at page 12075 through 12085, whereby it was agreed that purchasers should not assign, sell, transfer or dispose of their interest in the real and personal property covered therein without obtaining the written consent of the Sellers to do so. For the purpose of the Contract of Sale, Sellers DARWIN DON DOWDING and MARTHELA H. DOWDING, hereby consent to an assignment of the contract of sale and the interest of purchasers/assignors, JAMES P. WOODWARD and DORIS K. WOODWARD, of their rights and interests therein to Assignees, RICKY J. ALLEN and VIRGINIA E. ALLEN, husband and wife. Sellers further covenant that their contract with purchasers/assignors is not in default and that the assignment is subject to the terms and conditions of the previously executed contract of sale.

*Darwin Don Dowding*

*Marthela H. Dowding*

STATE OF OREGON; COUNTY OF KLAMATH; ss. \_\_\_\_\_

I hereby certify that the within instrument was received and filed for record on the 3th day of May A.D., 1979 at 10:44 o'clock A M., and duly recorded in Vol. 472 of Deeds on Page 10416.

FFE \$12.00

WM. D. MILNE, County Clerk  
By *Bernard A. Ketch* Deputy