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 ASSIGNMENT AND SURRENDER
 OF

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AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS ASSIGNMENT AND SURRENDER of Agreement for the Sale and Purchase of Real Estate made and entered into this 15th day of September, 1976, by and between

John E. Ciolina
 hereinafter referred to as "ASSIGNOR", and WELLS FARGO REALTY SERVICES, INC.
~~XXX~~, a corporation Trustee, hereinafter referred to as
 "ASSIGNEE", is made with reference to the following facts:

1. That on November 6, 1972, the ASSIGNOR, as buyer, and the ASSIGNEE, as seller, entered into a certain Agreement for the Sale and Purchase of Real Estate, hereinafter referred to as "Land Sales Contract", whereby the ASSIGNOR agreed to purchase and the ASSIGNEE agreed to sell, subject to the terms and conditions of said Agreement, the real property described therein as follows:

Lots 6, 7 & 8, Block 35, Oregon Pines, Klamath County, Oregon

2. That, as of the date hereof, the ASSIGNEE has fully performed all of the covenants and agreements contained in said Land Sale Contract to be performed by the ASSIGNEE, as the seller thereunder.
3. That, as of the date hereof, the ASSIGNOR, as the buyer under the subject Land Sale Contract, does not desire to perform the remaining covenants and agreements set forth therein to be performed by the ASSIGNOR as a condition precedent to the ASSIGNEE's obligation to convey the above described real property to the ASSIGNOR in accordance with the terms and conditions of said Land Sale Contract. That the ASSIGNOR desires to be released from any and all further obligations and liabilities as the buyer under the subject Land Sale Contract in consideration for voluntarily surrendering and assigning to the ASSIGNEE all of the ASSIGNOR's rights, title, interests, and obligations as buyer under said Land Sale Contract and allowing the ASSIGNEE to retain all monies heretofore paid by the ASSIGNOR under the aforementioned Land Sale Contract.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, hereby agree as follows:

- A. ASSIGNOR hereby voluntarily surrenders, transfers, assigns, and sets over unto ASSIGNEE, effective as of the date hereof, all of the ASSIGNOR's rights, title, interests, and obligations as buyer under the subject Land Sale Contract, which

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assignment, for the purpose of cancelling said Land Sale Contract as if same had never been entered into, is hereby consented to and accepted by the ASSIGNEE. More specifically, but without limiting the generality of the foregoing, the ASSIGNOR hereby voluntarily relinquishes all of his rights under the subject Land Sale Contract and monies heretofore paid thereunder, and the ASSIGNOR'S interest in and to said monies and the above described real property are hereby terminated as fully as if said monies had never been paid or the subject Land Sale Contract entered into.

- B. ASSIGNOR, as buyer under the subject Land Sale Contract, is hereby fully and unconditionally released from any and all further obligations and liabilities thereunder.
- C. ASSIGNEE, as the seller under said Land Sale Contract, is hereby released from all obligations thereunder, including but not limited to, its obligations, whether in law or equity, to convey the above described real property to the ASSIGNEE.
- D. ASSIGNEE, as of the date hereof, shall immediately be entitled to exclusive possession of the above described real property and shall have as full power to dispose of said real property as if the subject Land Sale Contract had never been made.

IN WITNESS WHEREOF, the ASSIGNOR and the ASSIGNEE, by its duly authorized agent, have executed this Assignment and Surrender the day and year first above written.

Name John E. Ciolina

WELLS-FARGO REALTY SERVICES, INC.
a corporation trustee

Caroline A. Ciolina
Name CAROLINE A. Ciolina (Sole Assignor)

33 East 6th Street
Street Address

National City, CA 92050
City State Zip
"ASSIGNOR"

[Signature]
Authorized Signature
"ASSIGNEE"

TO 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

On October 1, 1979

before me, the undersigned, a Notary Public in and for said

State, personally appeared Norfleet J. Howell

known to me to be the Vice President, and

known to me to be Secretary

of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Karen A. Stark

 TITLE INSURANCE
AND TRUST
ATICOR COMPANY



(This area for official notarial seal)

TO 447 C
(Individual)



STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On October 1, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Caroline A. Ciolina

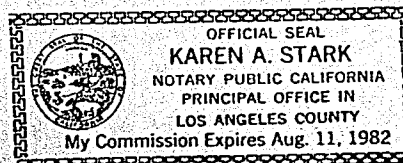
to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal

Signature

Karen A. Stark
KAREN A. STARK

Name (Typed or Printed)



(This area for official notarial seal)

Return to:

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 17th day of October A. D. 1979 at 11:38 Clock AM., and

duly recorded in Vol. M79, of Deeds on Page 24433

Wm. D. MILNE, County Clerk

Fee \$10.50

By

Bernetha Helloch