Upon Recording mail to Wells Fargo Realty Services, Inc., 572 E. Green St. Pasadena, Ca. 91101 Attn; Karen Stark ASSIGNMENT AND SURRENDER OF AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE sala Continet as 11 same had never been substea 1950 15 hereby consented to and scoolated by the ASSIGNEE. -istaden old officianil Brontik duck (ilkoliticke et Vliningiov vieral SCLC1285 aft, yn speriod ent ist THIS ASSIGNMENT AND SURRENDER of Agreement for the Sale and Purchase of Real Estate made and entered into this

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15th day of <u>September</u>, 19-76, by and between John E. Ciolina hereinafter referred to as "ASSIGNOR", and WELLS FARCO REALTY-SERVICES, INC. KXX, a corporation Trustee, hereinafter referred to as

"ASSIGNEE", is made with reference to the following facts:

That on <u>November 6</u>, 19<u>72</u>, the ASSIGNOR, as buyer, and the ASSIGNEE, as seller, entered into a certain Agree-1. ment 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

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- That, as of the date hereof, the ASSIGNEE has fully per-formed all of the covenants and agreements contained in said Land Sale Contract to be performed by the ASSIGNEE, as the seller thereunder.
- That, as of the date hereof, the ASSIGNOR, as the buyer under the subject Land Sale Contract, does not desire to 3. 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.

the mutual covenants and conditions contained herein, hereby agree as follows:

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

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DANNASID a the set of $s \mathfrak{I} \mathfrak{L} \mathfrak{I} \mathfrak{L}$ 25917 Volt<u>min Paren</u> Upon Rec 81625 will to Wells Fargo Realty Services, Inc., 572 F. Green St pasadena,Ca. 91101 Attn; Karen Stark MAGNAENDE ANA TREMOER 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 relinquishessall 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 termin-the above described real property are hereby termin-ated as fully as if said monies had never been paid or the subject Land Sale Contract entered into. ity of the foregoing, the ASSIGNOR hereby voluntarily B. ASSIGNOR, as buyer under the subject Land Sale Con-syltract, is hereby fully and unconditionally released from any and all further obligations and liabilities to state thereunder. and his to state in the state of tor SCROTEGA off Contract, as the seller under said Land Sale Contract, is is hereby released from all obligations thereunder including but not limited to lits obligations, whether in law or equity, to convey the above described real Property 1, to the ASSIGNEE, nosono, condocidi, 8 3 V., 3 etc. ASSIGNEE, as of the date hereof, shall immediately be entitled to exclusive possession of the above des-D. entitied to exclusive possession of a full power to is cribed real property and shall have as full power to ni dispose of said real property as, if the subject Land Sale Contract had never been made. Most size brail biss 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. dina Sur Longenous She Ednemoves Printemes of micise Big notifices tos GCPDISES on ye Demicise of of new NET S. FARCOREALTY SERVICES ... Same John E. Cioline Dies and O WELLS FARGO REALTY SERVICES, INC. JEAN COROLINE DISE TO ENTERING ON DISES ON THE STORE S Sent:

 33*East>6th Street

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minjer of . <u>†</u>31 lo noiserablenco di corrid saistar Norfleet J Howell, Vice President Vdeten coreat benistmon anoisionon bas sinanevco Leusum chi lawoiloi an serre , 2401888 , eretenait (arstnarzus vi Salay and an electronic states and the Marilyn J.McDuffie, Ass's Secretary TO 1945 CA-(8-74) (Corporation) STATE OF CALIFORNIA TITLE INSURANCE AND TRUST COUNTY OF LOS Angeles SS ATICOR COMPANY On October 18; 1979 State, personally appeared__Norfleet_J. Howell before me, the undersigned, a Notary Public in and for said known to me to be the Vice_ known to me to be Assistant Secretary President, and Marilyn J. McDuffie 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 CFFICIAL SEAL its board of directors. KAREN A. STARK WITNESS my hand and official seal. NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES CLOSATY Jonen O. Stark, My Commission Expires Aug. 11, 1982 Signature Z (This area for official notarial seal)

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STATE OF CALIFORNIA COUNTY OF LOS Angelos	} SS.	dersigned, a Notary Public in and for said
On <u>October 18, 1979</u> State, personally appeared <u>Caroli</u>	<u>ne A. Cioi</u>	<u>, known to me</u>
to be the person whose name to the within instrument and acknowledged executed the same. WITNESS my hind and official seal.	subscribed that she	CONTROL STATES AND A STATES AND
Name (Typed or Printed)	<u></u>	(This area for official notarial seal)

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