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Vol. m79 Page

CIOLINA, J

0108-790

25917

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

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 Agree-  
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
2. 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.
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 pre-  
cedent 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 surren-  
dering 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 afore-  
mentioned 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 obliga-  
tions as buyer under the subject Land Sale Contract, which



25918  
Wells Fargo Realty Services, Inc. 31101 Allen, Karen Stark  
Pasadena, CA 91101

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.  
Carol A. Ciolina a corporation trustee  
Name CAROLINE A. Ciolina (Sole Assignor)  
33 East 6th Street  
Street Address  
National City, CA 92050  
City State Zip  
"ASSIGNOR" Authorized Signature

Norfleet J. Howell Vice President

Marilyn J. McDuffie, Ass't Secretary

TO 1945 CA (8-74)  
(Corporation)  
STATE OF CALIFORNIA  
COUNTY OF Los Angeles } SS.  
On October 18, 1979  
State, personally appeared Norfleet J. Howell  
known to me to be the Vice  
known to me to be Assistant 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



(This area for official notarial seal)



25919



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(individual)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss.

On October 18, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Caroline A. Ciolina

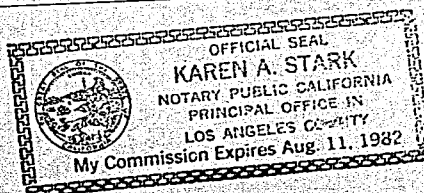
, known to me

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

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.this 2nd day of November A. D. 1979 at 2:52 o'clock P. M., andilv. recorded in Vol. M79, of Deeds on Page 25917

Wm D. MILNE, County Clerk

By Donna Hetsch

Fee \$10.50