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ASSIGNMENT OF CONTRACT

ALICE E. LYNN, formerly ALICE E. GRIFFITH, hereinafter referred toas Assignor, and ARTHUR M. LYNN, hereinafter referred to as Assignee, hereby covenant and agree:

1. Assignor hereby conveys to Assignee all her right, title and interest in and to that Contract of Sale entered into on the 30th day of August, 1971, wherein WILLIAM J. GRIFFITH and ALICE E. GRIFFITH purchased from Cecil Petty and Helen Petty, husband and wife, certain real property known as the Lake Way Motel situate at the junction of U. S. Highway 138 and Highway 97 in Klamath County, Oregon, more particularly described as:

The North Half of the East Half of the North-east Quarter of the Northeast Quarter of Section Twelve (12), Township Twenty-nine (29) South, Range Seven (7), East of the Willamette Meridian

2. PERSONAL PROPERTY: This assignment shall include items of personal property consisting of:

(1) all motel supplies, equipment and furnishings in the motel units, office and utility room,

(2) All signs, all personal property used in the operation of said motel business,

(3) 1972 Shelterex two unit motel, Serial No. S 3784, subject to the uniform commercial code security agreement in favor of First Security Bank of Idaho dated March 9, 1973.

3. CONSIDERATION:

Assignee hereby agrees to pay as consideration the balance on the contract of sale referred to above as previously assigned by William J. Griffith to Arthur M. Lynn and Alice E. Lynn dated November 25, 1975.

4. DEED AND CONDITIONS: Assignor hereby warrants and covenants that she has the power to and will upon execution of this assignment of contract execute a deed of quitclaim in and to the described real property. Assignor further warrants and

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and agrees to convey all her right, title and interest in and to the Shelterex two unit motel specifically described above upon payment in full of the uniform commercial code security agreement in favor of First Security Bank of Idaho.

5. POSSESSION: Assignor and Assignee hereby agree that possession of the premises shall occur on November 1, 1979 and as a condition to this agreement, Assignor hereby transfers and assigns all her right, title and interest to all bank accounts checking, savings or otherwise of the motel as well as all the accounts due thereunder as of such date.

6. CLOSING - PERSONAL PROPERTY: Assignor shall at the time of execution of this agreement assign all right, title and interest to any personal property located in or about the subject premises, and shall assign all interest in property which is subject to security interests of other others. Assignor shall at the time of execution of this agreement provide copies of the insurance policies on the subject premises to Assignee and shall transfer together with the property, all prepaid fire and liability insurance on the premises.

7. NOTICE: Any notice under this agreement shall be made as follows:

Assignor: Alice E. Lynn, 729 North Sanders, Ridgecrest, CA 93555

Assignee: Arthur M. Lynn, Lynn's Lake Way Motel, Star Rt. Box 140, Chemult, OR 97731

8. VALIDITY: This assignment shall be contingent upon the written consent of Cecil Petty and Helen Petty. Both Assignees and Assignor hereby covenant to join with the other in obtaining the necessary consent to assignment.

9. LITIGATION FEES AND EXPENSES: In the event suit or action be instituted to enforce any terms or conditions of this agreement, the losing party shall reimburse the prevailing party

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for all costs and disbursements incurred therein along with such sum as the court may adjudge reasonable attorneys' fees in such suit or action in both trial and appellant courts.

IN WITNESS WHEREOF parties hereby execute this agreement this 16 day of November, 1979.

Alice E. Lynn
ASSIGNOR

Arthur M. Lynn
ASSIGNEE

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared ALICE E. LYNN and acknowledged the foregoing instrument as her voluntary act and deed.

Before me this 16th day of November, 1979.

Arthur M. Lynn
NOTARY PUBLIC FOR Oregon
My Commission Expires: 5-19-81

STATE OF Oregon)
) ss
County of Klamath)

Personally appeared ARTHUR M. LYNN and acknowledged the foregoing instrument as his voluntary act and deed.

Before me this 2 day of November, 1979.

Notary Public
NOTARY PUBLIC FOR Oregon
My Commission Expires: Feb 3 '83

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 27th day of November A.D. 19 79
at 11:18 o'clock A M. and duly
recorded in Vol. M79 of Deeds
page 27497

Wm D. MINE, County Clerk
By Lorraine Leitch Deputy
Fee $10.50

AFTER RECORDING
MAIL TO
ARTHUR M. LYNN
STAR ROUTE, BOX 140
CHEMULT, OREGON 97731

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