

A S S I G N M E N T

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KNOW ALL MEN BY THESE PRESENTS, that JOHN T. BOWERS and DARLENE M. BOWERS, husband and wife, hereinafter called Assignor in consideration of the following paid by BO-DEL DEVELOPMENT CO., INC., an Oregon corporation, hereinafter called Assignee:

The sum of \$83,053.63, together with interest at the rate of 9.5% per annum from date, said amount representing the balance due under that certain Land Sale Contract, dated the 6th day of July, 1978, by and between the City of Klamath Falls, a municipal corporation of the State of Oregon, as First Party and David B. Hammond and Janice J. Hammond, Second Party, Second Party's interest having been subsequently assigned on January 31, 1979 to JOHN T. BOWERS and DARLENE M. BOWERS, husband and wife, which Assignee agrees to assume and pay, said Assignor does by these presents sell, transfer and assign unto said Assignee, all of Assignor's right, title and interest in and to that certain Land Sales Contract, dated July 6, 1978, wherein CITY OF KLAMATH FALLS, a municipal corporation of the State of Oregon agreed to sell and Assignor agreed to buy the following real property located in Klamath County, Oregon:

All of Tract 1173, being a resubdivision of Lot 1 Block 10, Lynnewood Addition to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, excepting therefrom Lots 3, 4, and 5.

TO HAVE AND TO HOLD the same unto Assignee, their successors and assigns forever.

Upon performance of all of the terms and conditions of the Land Sales Contract, including payment of the remaining principal and interest due thereunder, Assignee may demand and receive from CITY OF KLAMATH FALLS, a municipal corporation of the State of Oregon, a good and sufficient deed to said property.

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Upon payment of the amounts specified in the Land Sales Contract Assignee may demand and receive from the CITY OF KLAMATH FALLS, a municipal corporation of the State of Oregon, the partial releases set forth in said Land Sales Contract.

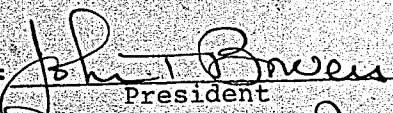
IN WITNESS WHEREOF, Assignor has signed this Assignment this 21st day of November, 1979.


JOHN T. BOWERS

DARLENE M. BOWERS

BOWERS EXCAVATING AND FENCING, INC., does hereby guarantee unconditionally the payment and faithful performance to that certain Contract of Sale, between the City of Klamath Falls and David B. Hammond and Janice J. Hammond, husband and wife, the obligations of which have been assigned by Hammonds to John T. Bowers and Darlene M. Bowers and is now being assigned to BO-DEL DEVELOPMENT CO., INC., an Oregon corporation, as set forth above. BOWERS EXCAVATING AND FENCING, INC., further expressly waives presentment for payment, notice of non-payment, protest and any extensions of time for payment of the obligation hereby guaranteed. This guarantee is to remain in full force and effect during the term of said Contract and until it is fully performed. It is understood and agreed that there are no conditions or limitations to this undertaking and that, after execution, no alteration, change or modifications shall be made except in writing signed by all parties to said Contract and the undersigned.

BOWERS EXCAVATING AND FENCING, INC.

by: 
President
by: 
Secretary

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared JOHN T. BOWERS and DARLENE M. BOWERS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/98

NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF OREGON)
)
County of Klamath)

Personally appeared JOHN T. BOWERS and DARLENE M. BOWERS, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and the latter is the Secretary of BOWERS EXCAVATING AND FENCING, INC., a corporation, and that the seal affixed to the foregoing instrument is signed and sealed on behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Susan Kay Way
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/98

NOTARY PUBLIC FOR OREGON
My Commission Expires:

AFTER RECORDING RETURN TO:
BO-DEL DEVELOPMENT CO., INC.
c/o Boivin, Boivin & Aspell
110 North Sixth Street
Klamath Falls, Oregon 97601

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

BO-DEL DEVELOPMENT CO., INC.
3427 Washburn Way
Klamath Falls, Oregon 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of November A.D., 19 79 at 12:52 o'clock P M., and duly recorded in Vol. N79 of Deeds on Page 27823.

FEE \$10.50

WM. D. MILNE, County Clerk
By *Berntha S. Petock* Deputy