

82301

ASSIGNMENT OF CONTRACT

Vol. 80 Page 5534

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto Bernard J. Spera, Jr.

assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated May 5, 1978 between Van Edward Flury

Charles F. Justus, Jr. and Shirley A. Justus, husband and wife, as seller and / and Dennis Davenport and Ray M. Davenport, husband and wife

as buyer, which contract is recorded in the Deed\* Miscellaneous\* Records of Klamath County, Oregon, in book M-78 at page 9631 thereof, or as file number (indicate which), (reference to said recorded contract hereby being expressly made),

together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the assignee above named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than \$ 34,438.98 with interest paid thereon to March 5, 1980; further, upon compliance by said assignee with the terms of said contract, the undersigned directs that conveyance of said real estate be made and delivered to the order of said assignee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 34,438.98

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>②</sup>

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: March 17, 1980

(See reverse side of this document for legal description)

(If executed by a corporation, affix corporate seal.)

STATE OF OREGON,

County of Klamath

March 24, 1980

Personally appeared the above named:

Charles F. Justus, Jr., Shirley A. Justus, Dennis Davenport and Ray M. Davenport

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Donna K. Materon

Notary Public for Oregon

My commission expires 1/24/81

STATE OF OREGON, County of ss.

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in 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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

\*Strike whichever word not applicable. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

TA donna

NAME ADDRESS ZIP

Until a change is requested all tax statements shall be sent to the following address:

NAME ADDRESS ZIP

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

Lots 14 and 15, Block 6, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.

2. Unrecorded contract, including the terms and provisions thereof, and such other exceptions as may appear necessary upon the recording thereof,

Dated : February 3, 1972  
Vendor : Richard B. Stone and Mildred C. Stone  
Vendee : Allie Hozell Brackin and Renate Charlotte Brackin,

as disclosed by the following assignment:

The vendees' interest in said contract was assigned by instrument as to an undivided  $\frac{1}{2}$  interest to Abdul Mohamed,

Dated : May 16, 1973  
Recorded : January 22, 1974 Book: M-74 Page: 714

The vendees' interest of Renate Charlotte Brackin was acquired by instrument

Dated : October 31, 1974  
Recorded : May 30, Book: M-75 Page: 6044  
By : Allie Hozell Brackin

A corrected assignment of contract was recorded May 30, 1975 in Volume M-75 at page 6065 to correct Volume M-74 at page 714,

All the vendees' interest in said contract was assigned by instrument

Dated : March 1, 1976  
Recorded : March 2, 1976 Book: M-76 Page: 2906

To : Robert L. Nunn and Wilma L. Nunn, which contract the Buyer herein doesn't assume and agree to pay, and Sellers further covenant to and with Buyer that the said prior contract shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said contract upon payment of this contract.

3. Agreement, including the terms and provisions thereof,

Dated : September 22, 1977  
Recorded : September 26, 1977 Book: M-77 Page: 18034  
Vendor : Robert L. Nunn and Wilma L. Nunn  
Vendee : Van Edward Flury

Vendees' interest in said contract was assigned by instrument

Dated : May 17, 1978  
Recorded : May 19, 1978 Book: M-78 Page: 10530  
To : Frances K. Schulte (one-third) Constance Boykan (one-third) O. Winston Taggart and F. Eloise

Taggart, husband and wife, (one-third), which Buyer herein does not assume and agree to pay and Sellers further covenant to and with Buyer that the said prior contract shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said contract upon payment of this contract.

4. Contract, including the terms and provisions thereof,

Dated : May 5, 1978  
Recorded : May 11, 1978 Book: M-78 Page: 9631  
Vendor : Van Edward Flury  
Vendee : Charles F. Justus, Jr. and Shirley A. Justus, husband and wife; and Dennis Davenport and Kay M. Davenport, husband and wife,

Vendor's interest in said contract was assigned by instrument

Dated : May 17, 1978  
Recorded : May 19, 1978 Book: M-78 Page: 10532  
To : Frances K. Schulte (one-third) Constance Boykan (one-third) and O. Winston Taggart and F. Eloise Taggart, husband and wife, (one-third)

and was acquired by instrument

Dated : May 17, 1978  
Recorded : May 19, 1978 Book: M-78 Page: 10531  
By : Frances K. Schulte; Constance Boykan; and O.

Winston Taggart and F. Eloise Taggart, husband and wife, which contract dated May 5, 1978 Buyer agrees to assume and pay the obligation of Sellers herein with a present unpaid balance of \$34,438.98 with interest paid to March 5, 1980 and agrees to hold Sellers harmless.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of March A.D., 1980 at 4:03 o'clock P.M., and duly recorded in Vol. 5534 of Deeds on Page 5534.

FEE \$7.00

WM. D. MILNE, County Clerk

By Bernetha A. Schuch Deputy