

1-74

3002

ASSIGNMENT OF CONTRACT

Vol. M 50 Page 6696

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 Dr. Daniel F. Haselnus P.C. Retirement Fund

his heirs, successors and assigns, all of the vendor's right, title and interest in and to that certain contract for the sale of real estate dated April 19, 19 77, between

Raymond E. Walker

as seller and

Jim Hines

as buyer, which contract is <sup>not</sup> recorded in the Deed<sup>4</sup> Miscellaneous<sup>\*</sup> Records of \_\_\_\_\_ County, Oregon, in book \_\_\_\_\_ at page \_\_\_\_\_ or as file number \_\_\_\_\_, reel number \_\_\_\_\_ (indicate which) (reference to said recorded contract hereby being expressly made) together with all the right, title and interest of the undersigned in and to all moneys due and to become due thereon; the undersigned hereby expressly covenants and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$ 5542.76 with interest paid thereon to December 15, 19 79.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 4700.00

A copy of the contract referred to above is attached hereto as "Exhibit A", and made a part hereof.

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 seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: April, 19 80

*Richard M. Walker*  
Richard M. Walker

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

STATE OF OREGON, )  
County of Multnomah ) ss.  
April, 19 80

Personally appeared the above named Richard M. Walker

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

(OFFICIAL SEAL)

*Linda O. Walls*  
Linda O. Walls

Notary Public for Oregon  
My commission expires:

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_ 19 \_\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, 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 \_\_\_\_\_

\_\_\_\_\_ a corporation, 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:

Dr. Daniel F. Haselnus  
4414 NE Fremont  
Portland Ore 97213  
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 Klamath ) ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as ~~file number~~ file number Miscellaneous Record of Deeds of said county.

Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

Recording Officer

By

Deputy

PURCHASE MONEY SECURITY AGREEMENT

Dated April 19, 19 77 6697 1202

**JIM HINES**

(Hereinafter called buyer)

627 Lytton Street  
Klamath Falls, Oregon

(Buyer's residence or other address, specified by him)

Creditor: **RAYMOND E. WALKER**

(Hereinafter called seller)

2336 S.W. Osage Street  
Portland, Oregon

(Seller's place of business)

Section 1. The above named buyer (and if more than one, then all buyers jointly and severally), hereinafter sometimes called the debtor, hereby purchases from the above named seller, and seller sells to the buyer the following described goods:

One Cabin situated on Lot 20, Block E, Lake of The Woods, Winema National Forest, Klamath County, Oregon, and Special Use Permit of Buyer from U.S. Department of Agriculture, Forest Service, and all furnishings except Seller's personal clothing, linens, dishes, sewing machine, broiler, roaster, barbeque unit, tools, radio and other personal items;  
One 16 foot fiber-glass ski boat with 45 h.p. Mercury outboard motor and trailer; and ~~Mark Sea #11427 814 Merc. Electric~~ ~~161 Kiac for a Mercury 5.5 hp outboard motor~~ ~~with 17 hp outboard propeller.~~  
Seller's one-half interest in a styrofoam dock located on said lake and owned jointly with Mr. Angsted of Klamath Falls, Oregon.

together with all accessories, additions, replacements, parts and acccessions now or hereafter affixed to or used in connection therewith as well as the proceeds thereof (all herein collectively called "collateral"), at and for the sum of \$ 15,000.00 which buyer promises to pay to seller's order at the following times: \$ 5,000.00 on the signing hereof (receipt of which hereby is acknowledged by seller) and the balance, including interest, in monthly installments of not less than \$ 205.20 each, payable on the 1st day of each month by seller beginning with the month of May, 19 77, and continuing until said sum together with the interest as aforesaid is fully paid; all unpaid principal shall bear interest at the rate of 8 1/2 % per annum from date hereof until paid; interest payable monthly, the same being included in the minimum monthly payments above required, and evidenced by buyer's promissory note for said amount and for said terms.

All or any part of said price may be paid in advance at any time. If any payment is not paid when due and such default continues for a period of 10 days or longer, seller shall be entitled to collect, and buyer agrees to pay, in addition to the foregoing, seller's collection costs, including reasonable attorney's fees. To secure buyer's performance hereof he grants to seller a security interest in said collateral and in all thereof.

Section 2. The buyer hereby warrants and covenants that:

2.1 The collateral is primarily for buyer's  personal, family, household or agricultural purposes,  business or commercial, other than agricultural, purposes (indicate which; see important notice below).

2.2 At all times the collateral will be kept at Lot 20 Block E, Lake of the Woods, Klamath County  
(No. and Street) (City or Town) (County)

Oregon, and shall not be removed from said location, in whole or in part, until such time as seller's written consent thereto shall have been obtained.

2.3 If the collateral is bought or used primarily for business or commercial, other than agricultural, purposes, the buyer's principal place of business in Oregon is that shown at the beginning of this agreement; buyer also has places of business in the following other Oregon counties: \_\_\_\_\_; if buyer has no place of business in Oregon but resides therein, the county in which buyer resides is \_\_\_\_\_ County in said state.

2.4 If buyer is a corporation, it was organized under the laws of the State of \_\_\_\_\_, its principal office and place of business is located at \_\_\_\_\_ and its principal office and place of business in Oregon is located at the place shown at the beginning of this agreement.

2.5 If the collateral is or is to become attached to real estate, a description of the real estate is:  
Lot 20, Block E, Lake of the Woods, Winema National Forest, Klamath County, Oregon

in \_\_\_\_\_ County, Oregon, and buyer will on demand furnish the seller with disclaimers or subordination agreements in form acceptable to the seller, signed by all persons whose interests are or may be prior to the seller's interest.

Section 3. SPECIAL TERMS AND CONDITIONS:

Buyer further agrees that at all times he will comply with the terms and requirements of said Special Use Permit and regulations of the U.S. Forest Service and not to suffer a default thereof; and Buyer further agrees that upon any default by Buyer of the terms of this agreement he will, upon demand by Seller, execute and deliver to Seller all documents required to transfer said Special Use Permit to Seller.

With reference to the above described goods, there are no warranties of merchantability, express or implied, and none as to their fitness for any purpose except as may be agreed upon between the parties in a writing of even date.

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The buyer acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the buyer and the seller have executed this agreement in duplicate on the date first above mentioned.

By: Raymond E. Walker  
(Seller)

Jim Hines 4-19-77  
(Signature of Buyer)

Address: \_\_\_\_\_  
IMPORTANT NOTICE: If the above goods are primarily for buyer's personal, family, household or agricultural purposes, and the seller is a creditor as defined in the Truth-in-Lending Act and Regulation Z, seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-Ness Form No. 1311 or equivalent. If compliance with the Act not required, disregard this notice.

NOTE: This form is available for use in retail installment sales. The following Stevens-Ness forms of such notices are available: No. 1204 Motor Vehicles, No. 1205 Consumer Goods, No. 1207 Consumer Goods (short form), No. 1210 Goods and Services Purchased for Home Improvement, No. 1211 Services Purchased for Personal, Family, Household or Agricultural Purposes.

Section 4. The parties hereto agree:

4.1 Title to the collateral is retained by seller and shall not pass to buyer until all sums hereunder due to be paid shall have been paid in cash; any equipment, repairs or accessories attached upon or attached to said collateral shall become a component part thereof as soon as installed or attached and title thereto shall be vested in seller forthwith and included under the terms of this contract.

4.2 Buyer shall warrant, receive and delivery of said collateral in good condition and accepts the same as is; buyer agrees to permit seller to examine said collateral at any time, to maintain the same in good condition and repair; to house and protect the same against theft; to permit the same to become subject to attachment, execution or other process; not to be or permit to be created any lien, security interest or adverse claim of any character on the same and not to sell, transfer or assign his right, title or interest in said collateral in this contract without the written consent of seller; to pay all taxes and assessments of every character levied or assessed against said collateral, this contract and the interest thereon represented hereby.

4.3 If any motor vehicles are included in the above described collateral, the seller's security interest is to be noted on each certificate of title and each of said certificates shall then be deposited with and kept by the seller.

4.4 Any sums payable by buyer under the terms hereof which are not paid by him but are paid by seller shall bear interest at the highest lawful rate until repaid and said sums with interest shall be added to the unpaid balance of said price and be secured by this contract.

4.5 As long as said collateral is at buyer's risk; should said collateral suffer any loss, damage or injury, buyer agrees notwithstanding to purchase and pay for the same in full, according to the terms hereof.

4.6 Buyer agrees at all times to keep said collateral insured against loss by fire, theft and other hazards as required by the seller, with loss payable to the parties hereto as their respective interests may appear; all insurance policies shall be deposited with and held by the seller; buyer hereby authorizes seller on buyer's behalf to accept payment of any return or unearned premium and for any loss sustained, to endorse in buyer's name, deposit in a bank or other depository and receive the proceeds of any check or draft made payable to buyer or to bearer; with any such insurance, if any insurance collected by seller exceeds the then unpaid balance of this contract, the excess shall be paid forthwith to the buyer.

4.7 Buyer agrees that seller's acceptance of part or late payments shall not constitute or be construed as a waiver of time as the essence of this contract or of any subsequent defaults of buyer hereunder.

4.8 Notices to buyer relative to this contract shall be deemed delivered if mailed to buyer's address first appearing on the reverse hereof; five days from date of mailing shall be deemed a reasonable notice.

4.9 Time is of the essence of this contract and if buyer shall default in his performance...

once of any of the terms or conditions hereof, or in the payment, with the sum herein required to be paid, or if seller with reasonable cause deems the collateral in danger of loss, misuse or confiscation or deems himself insecure, seller, as the secured party in this transaction, shall have and may exercise each and all of the remedies granted to him by the Uniform Commercial Code of Oregon and, at his option, may declare all sums then remaining unpaid immediately due and payable and may require the buyer, as the debtor herein, to assemble the collateral and make same available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties. Should the holder hereof reacquire any of said collateral and should buyer claim that any property not included in this contract was contained in or attached to said collateral, he shall so notify the holder hereof by registered mail within 24 hours after repossession is taken; buyer's failure so to do shall be a waiver of and bar to any subsequent claim therefor; in the event suit or action is instituted to collect any sum or sums of money due hereunder or to replevy said collateral, buyer agrees to pay, in addition to the statutory costs and disbursement, (1) plaintiff's reasonable attorney's fees to be fixed by the trial court and (2) on appeal, if any, similar fees in the appellate court to be fixed by the appellate court.

4.10 The buyer, who is the debtor herein, agrees to join with the seller, who is the secured party herein, in executing, filing and doing whatever may be necessary under applicable law to perfect and continue the seller's interest in said collateral, all at buyer's expense.

4.11 In construing this contract, the singular includes the plural; the masculine includes the feminine and the neuter; the buyer is the debtor and the seller is the secured party within the meaning of Oregon's Uniform Commercial Code and, the buyer is the customer and the seller is the creditor within the meaning of the Truth-in-Lending Act and Regulation Z.

IT IS FURTHER UNDERSTOOD AND AGREED that seller may transfer his interest in this contract, in said collateral and the unpaid balance hereof at any time, in which event all of the terms herein set forth for seller's benefit shall inure to the benefit of seller's assignee and that generally each right herein given to the seller shall accrue to and may be exercised by seller's assignee hereof. If seller assigns this contract, seller shall not be his assignee's agent for the collection of any of the installments of said purchase price or for any other purpose. In the event of any such assignment, the buyer will not assert a defense, counter claim, set off or otherwise, any claim, known or unknown, which the buyer now has or claims against the seller.

A carbon impression of any signature on any copy of this contract shall be deemed, for all purposes, an original signature.

All the terms and conditions herein contained shall apply and inure to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, subject, however, to the above restriction against assignment hereof by the buyer.

Date December 19, 1980

Richard M. Walker

SELLER'S ASSIGNMENT

FOR VALUE RECEIVED, the undersigned seller does hereby sell, assign and transfer to [Richard M. Walker] and assigns hereinafter called assignee, the foregoing sales contract, the property covered thereby and all of seller's right, title and interest therein and authorizes said assignee to endorse and collect any check or draft payable to the undersigned in connection with said contract.

WITHOUT RECOURSE

This assignment is made WITHOUT RECOURSE, except as to the following warranties to-wit: that the said contract is a bona fide one; that said buyer was of legal age and entirely competent when he executed the same; that the property sold is accurately described therein; that said property has been delivered into buyer's possession; that the amount stated in said contract to have been received on the purchase price of said property was actually paid in cash and/or by merchandise received in trade or not more than its then cash value; that seller has the full and complete title to said property subject only to buyer's rights hereunder; that the amount owing upon said contract at the time of its execution is correctly stated therein; that buyer has no counterclaims or claims against the same; that there were no representations or warranties made to said buyer not contained in said contract. Should any of the foregoing warranties be false, then seller agrees to purchase on demand from said assignee said contract for the amount of the then unpaid balance on said contract. Should suit or action be instituted on any of the above warranties, seller agrees to pay (1) assignee's reasonable attorney's fees to be fixed by the trial court and (2) on appeal, if any, similar fees in the appellate court to be fixed by the appellate court.

WITH RECOURSE

The undersigned seller unconditionally GUARANTEES the prompt payment, when due, of all amounts to become due by the terms of said contract and the prompt payment of all costs (including reasonable attorney's fees both in the trial and appellate courts as fixed by said courts respectively), incurred in collecting or attempting to collect the moneys to become due thereon and in enforcing any right under said contract or under this guaranty and hereby consents that extensions of the time of payment may be granted to the buyer, either before or after maturity and that the said contract may be changed in any other particular without notice and without in any manner releasing the undersigned from liability. The seller agrees that seller's obligation hereunder shall be enforceable even though the assignee's right to enforce the said contract, or any provision thereof, be suspended or impaled by any statute or otherwise.

ESTATE OF RAYMOND ELDEN WALKER, DECEASED

By [Richard M. Walker] Seller (under special power of attorney and in and to the effect of the above.)

Seller

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of April A.D., 1980 at 1:45 o'clock P.M., and duly recorded in Vol. M80 of Miscellaneous on Page 66916.

WM. D. MILNE, County Clerk

By [Bernetha A. Hellock] Deputy

FEE \$10.50