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ASSIGNMENT OF VENDOR'S INTEREST 1. 80 1000 2011

KNOW ALL MEN BY THESE PRESENT, that for and in consideration of the sum of Ten and No/100ths (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, FRED W. KOEHLER, JR. and HARIL W. NEWTON, hereinafter called Assignors, do hereby sell, transfer, set over and assign to WILLIAM P. BRANDSNESS PENSION & PROFIT SHARING TRUST, hereinafter called Assignee, all right, title and interest in a certain piece of real property and all right, title and interest in a certain contract dealing with said real property entered into on the 20th day of July, 1978 by and between FRED W. KOEHLER, JR. and HARIL W. NEWTON, as Sellers, and WILLIAM L. GARRIOTT, JR. and JUDIE C. GARRIOTT, husband and wife, as Buyers. The Assignors are hereby selling, transferring and assigning to the Assignees all of their right, title and interest therein of the following described property situate in Klamath County, Oregon, to-wit:

Government Lot 4 of Section 1 and Government Lot 1 of Section 2, ALSO that portion of Government Lots 2 and 3 lying Westerly of the Main Langell Valley Irrigation Canal, all in Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

Assingors hereby appoint Assignee to take all lawful means to take and recover any and all unpaid portions of the purchase price, and upon payment, to acquit and discharge Vendees therefore; and in case of any default of said Vendees in any of the terms of said contract, Assignors fully authorize Assignee to take any and all lawful means and proceedings to collect the purchase price, or recover possession of the property covered by said contract as fully as Assignor might or could do were this Agreement not made; and in case said Vendees shall perform their obligations under, and by virtue of said contract, then Assignee shall, and Assignee hereby agrees to execute to said Vendees a proper conveyance of said real property, and to perform all other covenants in time, manner, and form as in and by said contract is required to be done and performed by Assignor herete at Assignee's expense.

1. ASSIGNMENT OF VENDOR'S INTEREST

Assignor does further by these presence covenant to and with Assignee that there is a present unpaid balance due and owing by said Vendees to said Assignors, pursuant to said Contract of sale

DATED this 8th day of April, 1980. Assignors WILLIAM P. BRANDSNESS, PENSION AND PROFIT SHARING TRUST By: President Assignee STATE OF OREGON County of Klamath j ss. April 8, 1980. Personally appeared the above named FRED W. KOEHLER, JR. and HARIL W. NEWTON, and acknowledged the foregoing instrument to be their voluntary act. Before me: Notary Rublic for Oregon ; My Commission expires: <u>9/16/81</u> · · · · · · . . . STATE NOF OREGON County of Klamath) ss. April 8, 1980 Personally appeared WILLIAM P. BRANDSNESS, who, being sworn, stated that he is President of William P. Brandsness Pension & Profit Sharing Trust Bund and that said instrument, and he acknowledged said Sharing Trust Fund, and that said instrument; and he acknowledged said instrument to be its voluntary act and deed. Before me: Notary Public for Oregon My Commission expires: 9/16/81 $^{\circ}$ THE OF OREGON; COUNTY OF KLAMATH; 55. will for record at XXXXN 284 284 is 15th day of April A. D. 1980 af 210'clock PM. an fully recorded in Vol. <u>M80</u>, of <u>Deeds</u> on Page 7043 After Recording Wm D. MILNE, County Cle Return To: By Dermetha Spelsth Wm. P. Brandsness 4LI Pine St. City -. ASSIGNMENT OF VENDOR'S INTEREST Fee \$7.00

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