

1-1-74

84542

ASSIGNMENT OF CONTRACT

Vol. M Page 9219

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 JOE EARL WALKER, of Bath, County of Sagadahoc and State of Maine,

..... his heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated April 8th, 1970, between The Bank of California, National Association, as seller and Joe Earl Walker and Virginia Kay Walker,

and amendment thereto is attached hereto as Schedule A. as buyer, which contract is recorded in the Deed \* Miscellaneous \* Records of County, Ore Gen. in book at page thereof, or as file number, reel 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 \$ 500.00 with interest paid thereon to April 18th, 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 \$ 1.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) the whole

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: April 29th, 1980

Virginia Kay Walker  
Virginia Kay Walker

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

STATE OF ~~OREGON~~ MAINE, )  
County of SAGADAHOC ) ss.  
April 29th, 1980

Personally appeared the above named  
Virginia Kay Walker

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

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon Maine  
My commission expires: 6/17/84

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 be-  
half 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:

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

Virginia Kay Walker  
6 Crooker Street  
Bath, Maine 04530

GRANTOR'S NAME AND ADDRESS

Joe Earl Walker  
P.O. Box 817  
Bath, Maine 04530

GRANTEE'S NAME AND ADDRESS

After recording return to:

Suzanne E. K. Smith, Esq.  
112 Front Street  
Bath, Maine 04530

NAME, ADDRESS, ZIP

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

Joe Earl Walker  
P.O. Box 817  
Bath, Maine 04530

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ..... ) ss.

I certify that the within instru-  
ment was received for record on the  
..... day of ..... 19.....  
at ..... o'clock M., and recorded  
in book ..... on page ..... or as  
file/reel number .....  
Record of Deeds of said county.  
Witness my hand and seal of  
County affixed.

Recording Officer

By ..... Deputy

# INSTRUCTION TO AMEND CONTRACT AND DISCLOSURE STATEMENT

TO: The Bank of California, N. A.  
Trust Account No. 20060

SCHEDULE A

9220

You are hereby authorized and instructed to change the legal description and/or pay terms of our (my) contract as follows:

Legal Description	From	Block <u>70</u> Lot(s) <u>29 &amp; 30</u> Addition <u>5th</u>
	To	Block <u>70</u> Lot(s) <u>5 &amp; 6</u> Addition <u>5th</u>
Selling Price	From	\$ <u>1990.00</u>
	To	\$ <u>1990.00</u>
Monthly Payments	From	\$ <u>24.00</u>
	To	\$ <u>24.00</u>
Additional Down Payment Paid at this time		\$ _____

## Disclosure Statement

1. Cash Price ..... \$ 1,990.00
  2. Cash Down Payment ..... \$ 50.00
  3. \*Unpaid Balance ..... \$ 1,940.00
  4. FINANCE CHARGE ..... \$ 772.00
  5. Deferred Payment Price (1+4) ..... \$ 2,762.00
  6. ANNUAL PERCENTAGE RATE (on unpaid balance only).... 7-1/2%
  7. Total of Payments (3+4) Includes \$13. Reg. Fee ..... \$ 2,725.00
  8. Payable in 113 installments of ..... \$ 24.00
- All other terms and conditions to remain the same.
- \*The balance of the purchase price will be adjusted to reflect the buyers equity in the previously owned lot.

The finance charge is based upon the assumption that said agreement will run the full term. The interest charge will begin on the date of said agreement. You have the right to prepay said agreement at any time without penalty. IN THE EVENT OF PREPAYMENT THERE WILL BE A SAVINGS, THE RESULT OF A SHORTER INTEREST PERIOD.

Buyer acknowledges that he has received and read a copy of the Subdivision Public Report issued by the State of Oregon and a copy of the State Property Report Disclaimer prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U. S. Department of Housing and Urban Development. That he has inspected the property before signing this Amendment.

Signed this 18th day of April, 19 70, at Sprague River Valley, Oregon.

WITNESS

W. F. M. P. Trust

BUYER

X Joe E. Walker

X Virginia K. Walker

This amendment has been reviewed and approved by the undersigned and we hereby authorize The Bank of California, N. A., Trustee for Trust No. 20060 to execute this amendment to the subject Contract of Sale.

Dated this 20th day of April, 19 70.

NIMROD PARK, INC.

By: Paul R. Gilbertson

This amendment is hereby approved.

Dated this 27 day of April, 19 70

THE BANK OF CALIFORNIA, N. A.

By: [Signature]

NOTE: This form must be in triplicate with all questions answered.

SPRAGUE RIVER VALLEY

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made in duplicate this 8 day of APRIL, 19 70,  
between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking associa-  
tion, as Trustee herein called "Seller," and JOE E WALKER,  
VIRGINIA K. WALKER herein called "Buyer:"

and taking title as

- ☒ Husband and wife as tenants by the entirety  
☐ Sole and Separate Property  
☐ Other (Specify) \_\_\_\_\_

\_\_\_\_\_ agree as follows:  
Seller agrees to sell and Buyer agrees to buy the real property situated in the County of Klamath, State of Oregon, herein referred to as "said land," described as follows:

Block 70, lot 29-30, of 5 Addition to Nimrod River Park,  
as filed in the official records of said Klamath County, subject to all conditions, covenants, reservations,  
restrictions, easements, rights and rights of way of record, official records of Klamath County, State  
of Oregon.

The sale and purchase price for said land is and Buyer agrees to pay the Seller the sum as follows:

- |  |                   |
|--|-------------------|
| 1. Cash Price .....  | \$ <u>1990.00</u> |
| 2. Cash Down Payment .....   | \$ <u>50.00</u>   |
| 3. Unpaid Balance .....  | \$ <u>1940.00</u> |
| 4. FINANCE CHARGE .....  | \$ <u>772.00</u>  |
| 5. Deferred Payment Price (Total Price 1+4) .....  | \$ <u>2762.00</u> |
| 6. OTHER CHARGES (Not part of Finance Charge) for<br>Issuing Deed and County Recording Fee ..... | \$ <u>13.00</u>   |
| 7. ANNUAL PERCENTAGE RATE (on unpaid balance only) .....   | <u>7 1/2 %</u>    |
| 8. Total of Payments (3+4+6) .....   | \$ <u>2725.00</u> |

Payable in 113 installments of \$ 24.00  
or more, payable on the 10 day of MAY, 19 70, and each successive calendar month  
thereafter until paid in full. Each installment shall be credited first to interest and then to principal,  
and interest shall thereupon cease upon the principal so credited.

The FINANCE CHARGE applies from the date hereof. BUYER specifically reserves the right to pay  
the unpaid balance in full at any time without interest penalty. Buyer acknowledges by execution  
of this contract he has received from Seller two copies of Notice required by Section 228.9 of Regula-  
tion Z under Truth in Lending Act.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above  
written.

THE CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL  
PART OF THIS AGREEMENT.

By Joe E Walker  
By Virginia K Walker  
Buyer  
260 Selwyn Drive  
Milpitas Calif 95035  
Address of Buyer

THE BANK OF CALIFORNIA, NATIONAL  
ASSOCIATION, a national banking association,  
as Trustee, 350 South Flower Street, Los Angeles,  
California 90017.

By [Signature]  
By [Signature]  
Seller

Agent LES Smith - 508

# CONDITIONS OF AGREEMENT

1. Buyer shall keep, preserve and maintain said land in good order and condition; shall not commit or permit waste of said land; and shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, rights and rights of way relating to or affecting said land.
2. Buyer shall pay at least ten days before the same become delinquent all state, city and county taxes and assessments of whatsoever nature which may become due on said land. Should Buyer fail to pay any such liens, costs, taxes or charges, Seller may do so and any such payment so made shall be added to and become a part of the debt secured by this agreement and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Seller for Buyer's breach of this agreement.
3. No representations, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seller to or with Buyer. Buyer acknowledges that no persons had nor have any authority to make any representations, agreements or warranties, whether express or implied, binding upon Seller not herein expressly set forth and that, if any such representations or agreements or warranties were made or given and are not herein expressly set forth, each, every and all thereof are of no force or effect. This agreement is the only agreement between Seller and Buyer, and all prior or contemporaneous negotiations are merged herein and superseded hereby.
4. Buyer shall not in any manner transfer this agreement or any interest therein or in said land without first obtaining the written consent of Seller, and no attempted transfer of this agreement or of any interest therein or in said land shall be effective until such written consent is endorsed on Buyer's copy of this agreement.
5. If Buyer shall fail to pay any sum when due or to perform or observe any of the terms, covenants or conditions of this agreement, then Seller at its option may declare all of the right, title or estate, interest of Buyer hereunder terminated and thereupon take possession of said land and Buyer shall have no further right, title or estate, interest, whether legal or equitable, or right of possession in and to said land, and all rights, estate and interest of Buyer shall cease and terminate, and Seller may retain all sums theretofore paid as liquidated damages for the breach by Buyer of his obligations hereunder, the parties hereto agreeing that the exact damages caused by such breach by Buyer are uncertain and difficult of computation.
6. Seller shall not encumber the property in any manner without the written consent of the Buyer.
7. Each of the signed copies hereof shall be deemed a duplicate original and this agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.
8. Buyer shall fully and exactly pay, perform and observe all of Buyer's obligations hereunder. Time of performance on Buyer's part, including payment, is of the essence.
9. Seller shall have the right at all reasonable times to inspect said land and Buyer shall allow Seller the right to inspect the same upon Seller's request.
10. All improvements made to or placed on said land by Buyer shall be and become a part of said land.
11. Any notice to Buyer may be given to Buyer at the address shown on the reverse hereof. Any notice to Seller shall be given to Seller at the address shown on the reverse hereof. Any and all notices or demands provided or permitted hereunder shall be in writing and shall be served either personally or by ordinary mail, postage prepaid.
12. This agreement is voidable at the option of the buyer if he does not receive a property report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U. S. Department of Housing and Urban Development, in advance of, or at the time of, his signing this agreement and, in addition, the Buyer shall have the right to revoke this agreement within forty-eight hours after signing this agreement if he did not receive the property report at least forty-eight hours before signing this agreement. The right of revocation shall not apply where the buyer has received the property report and inspected the lot he has purchased in advance of signing this agreement and acknowledges by his signature that he has made such inspection and has read and understood such property report.
13. Buyer acknowledges that he has received and read a signed copy of this agreement and also a copy of the Subdivision Public Report issued by the Real Estate Commissioners of the State of California and the State of Oregon, and a copy of a Property Report prepared according to the rules and regulations of the Office of Housing and Urban Development.
14. Upon the payment in full by Buyer of all sums due hereunder and the surrender to Seller of Buyer's copy of this agreement for cancellation, Seller shall, within thirty days thereafter, execute and deliver to Buyer a Bargain and Sale Deed conveying title to said land to Buyer subject to all matters now of record, all matters specified in this agreement and all matters done, made or suffered by Buyer. At Buyers election and at Buyers expense, Seller shall furnish to Buyer a Policy of Title Insurance issued by a reliable Title Company.
15. THIS AGREEMENT IS MADE BY SELLER AS TRUSTEE UNDER A TRUST AGREEMENT AND BUYER'S RECOURSE SHALL BE SOLELY TO THE TRUST ESTATE AND NOT TO SELLER IN ITS INDIVIDUAL CAPACITY.

Agreement  
For Sale  
of  
Real Property



Sprague  
River Valley  
Development

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_

this 20th day of May A. D. 1980 at 1:06 P. M., and

fully recorded in Vol. M80, of Deeds on Page 9219

Wm D. MILNE, County Clerk

Fee \$14.00

By Bernetha Hetsch