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Vol. 750 Page 19987

ASSIGNMENT OF CONTRACT MADE SEPTEMBER  
12, 1980, BETWEEN JOANNE DEARBORN,  
ASSIGNOR, AND FRED R. DEARBORN, ASSIGNEE:

W I T N E S S E T H

FOR VALUE RECEIVED, JoAnne Dearborn does hereby assign to Fred R. Dearborn all of her right, title and interest in and to that certain contract of sale of real property, herein called, "Contract", dated July 1, 1972, wherein Grace E. Dearborn is Vendor and Fred R. Dearborn and JoAnne Dearborn are purchasers, affecting the following described real property situated in Klamath County, Oregon, more particularly described as follows, to-wit:

Lots 1, 2 and that portion of Lots 3 and 4 lying Northerly of the Langell Valley Road; SE 1/4 NW 1/4, NE 1/4 SW 1/4 and that portion of the SE 1/4 SW 1/4 lying Northerly of the Langell Valley, all in sec. 31, Township 39, S. R. 12, E. W. M. Also, that portion of the NE 1/4 NW 1/4 of Section 6, Township 40, S. R. 13, E. W. M., lying North-easterly of the Langell Valley Road,

which contract is recorded in Volume M 72, pages 8599-8609, records of Klamath County, Oregon.

Included in this Assignment is all of the right, title, and interest of Assignor in and to the real property described herein.

Assignor expressly covenants with and warrants to Assignee that: Assignor is the owner of a Purchaser's interest in the real property described herein and in the contract; and that she has not made any assignment, pledge, or hypothecation of the purchaser's interest in the real property described herein, or in the contract, or of the contract itself, other than evidenced by this assignment.

Assignee expressly covenants with and warrants to assignor that: Assignee is fully aware of all of the terms, covenants, and provisions of the contract; assignee hereby expressly assumes and

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agrees to fully perform all of the terms, covenants, and provisions of the contract, including, but not limited to, the payment of all sums due, or to become due, under the terms of said contract promptly as provided in the contract; and assignee shall hold and save assignor harmless from any of the terms, covenants, and provisions of said contract and indemnify assignor from and against any claims, demands, suits, actions, judgments, or decrees, arising out of, or in connection with, any failure by assignee to perform any of the terms, covenants, or provisions of the contract, including reasonable attorney fees, both at trial or on appeal.

Witness the hands and seals of the parties hereto the day and year first above written.

JoAnne Dearborn  
JoAnne Dearborn-Assignor

Fred R. Dearborn  
Fred R. Dearborn-Assignee

STATE OF IOWA       )  
                              ) ss:  
COUNTY OF SCOTT    )

On the 12<sup>th</sup> day of September, 1980, personally appeared JoAnne Dearborn and Fred R. Dearborn and acknowledged that they executed the foregoing instrument as their voluntary act and deed.

Thomas L. Wine  
Thomas L. Wine, Notary Public for  
Scott County, Iowa.  
My Commission Expires 9/30/81.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Klamath County TitleCo.  
is 14th day of October A. D. 19 80 at 11:49 o'clock A.M., and  
ly recorded in Vol. M80, of Deeds on Page 19987.

Wm. D. MILNE, County Cl.  
By Penelope J. Fitch

Ret:  
Fred Dearborn  
2634 Wickes Ave  
Davenport, Iowa 52804

Fee \$7.00