

93256

ASSIGNMENT OF VENDEES INTEREST IN CONTRACT

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MTC-989

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

Dennis C. Ramey
Star Route Gilchrist, Or 97739

Seller: EVA GIRRARD

Address:

310 N.E. Kings Valley Hwy. Sp. #122

Dallas, Oregon 97338

Buyer: DENNIS C. RAMEY and PAT J. RAMEY, husband and wife,

Address:

Star Route

Gilchrist, Oregon 97739

Assignee: KENNETH P. DURHAM and MARGARET DURHAM, husband
and wife

Address:

Star Route

Gilchrist, Oregon 97737

Assignment: For valuable consideration paid by Assignee, Buyer
assigns to Assignee all of Buyer's right, title and interest in a
contract of sale between Seller and Buyer dated August 5, 1977,
and in the real property described in the contract and below:

The $\frac{1}{2}$ of Lot 5 in Block 4 of FIRST ADDITION TO
ANTELOPE MEADOWS, according to the official plat
thereof on file in the office of the County Clerk
of Klamath County, Oregon.

Warranties: Buyer warrants that:

The unpaid principal balance on the contract of sale is

\$ 10,389.94;

1 - ASSIGNMENT OF CONTRACT

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The interest on the unpaid principal balance on the contract
of sale is paid ~~on~~ ^{To} September 18, 1980;

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The contract of sale is valid and current in every respect
and that Buyer has performed all terms and conditions required of
Buyer, without default;

The property is free and clear of all encumbrances except the
contract of sale stated above.

Buyer empowers Assignee to demand and receive performance of
all the covenants and conditions of buyer under the contract of
sale, the deed conveying the real property in the same manner and
to the same extent as Buyer could do in the absence of this
agreement.

In consideration of the assignment Assignee assumes and
agrees to pay the remaining balance due on the purchase price of
the property which is stated above and to perform all other
obligations of Buyer under the contract of sale and indemnity
Buyer against all claims of Seller under that contract.

Release of Vendees:

Eva Girrard hereby releases Dennis C. and Pat J. Ramey from
any and all liability for payments or other performance under the
Contract of Sale which is assigned by this instrument.

DATED this 26 day of Nov, 1980.

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Buyer:

Dennis C. Ramey
DENNIS C. RAMEY

Pat J. Ramey
PAT J. RAMEY

STATE OF OREGON

County of Deschutes

)
) ss.
)

Personally appeared the above-named DENNIS C. RAMEY and PAT J. RAMEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Joseph T. Everitt
Notary Public for Oregon

My commission expires; 3-18-83

ACCEPTANCE OF ASSIGNMENT

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Assignee, in consideration of the Assignment set forth above
accepts the assignment of the contract and agrees to be as fully
and completely bound by said contract as was Buyer.

DATED this 26 day of Nov, 1980.

Assignee: Kenneth P. Durham
KENNETH P. DURHAM

Margaret Durham
MARGARET DURHAM

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above-named KENNETH P. DURHAM and
MARGARET DURHAM, husband and wife, and acknowledged the foregoing
instrument to be their voluntary act. Before me:

Joseph P. Everett
Notary Public for Oregon
My commission expires: 3/18/83

CONSENT TO ASSIGNMENT

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Seller consents to the above assignment of contract and agrees to render to Assignee the performance due Buyer by the terms of the contract.

DATED this 28th day of November, 1980.

Sellers: G. J. GIFFARD
EVA GIFFARD

RECORDED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE STATE OF ARIZONA
Mountain Title Co.
2nd Floor, December 1, 1980 12:52 PM
Deeds 23340
Fee \$17.50