

97858

K. 34297

ASSIGNMENT OF CONTRACT

For and in consideration of the payment of \$10 and other good and valuable consideration, R. H. & L. Loveness Lumber Co., hereinafter called "Assignor", does hereby assign, grant, transfer, and convey unto Loyal H. Loveness and Mildred H. Loveness, as tenants in common, hereinafter called "Assignee", all of the right, title and interest of Assignor as Purchaser under that certain Contract of Sale wherein Amelia Barney and Daryl D. Bishop are Seller.

Assignee does hereby expressly agree with Assignor that Assignee does assume the terms and conditions of said Contract and that Assignee will save and hold Assignor harmless therefrom and indemnify Assignor against, including any and all damage, cost or expense, including attorney fees incurred by or adjudged against Assignor, whether at trial or upon appeal, by reason of any claim, action or suit arising out of or connected with said Contract of Sale.

Assignor warrants that the principal balance of said Contract of Sale is \$46,503.15, plus interest from June 1, 1980.

Said Contract of Sale and this Assignment refers to the real property more particularly described in Exhibit "A" attached hereto.

The cash consideration for this transfer is \$ 203,000.00.

DATED this 30th day of March, 1981.

R. H. & L. LOVENESS LUMBER CO.

By James, President

By LELanner Sec-Ties

Loyal H. Loveness
LOYAL H. LOVENESS

Mildred H. Loveness
MILDRED H. LOVENESS

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 30th day of March, 1981, personally appeared R. E. Loveness and L. E. Loveness 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 R. H. & L. Loveness Lumber Co., 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 & deed.

Before me:

Marlene G. Noble
Notary Public for Oregon
My Commission Expires: 12/16/83

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STEVEN A. ZAMSKY, P.C.
ATTORNEY AT LAW
1110 NORTH SIXTH STREET - SUITE 20
KLAMATH FALLS, OREGON 97601
(503) 883-7761

1 STATE OF OREGON)
 2 County of Klamath) ss.

3 On this 30th day of March, 1981, personally appeared Loyal
 4 H. Loveness and acknowledged the foregoing instrument to be his
 5 voluntary act and deed.

Before me:

Marlene G. Noble
 Notary Public for Oregon
 My Commission Expires: 12/16/83

10 STATE OF OREGON)
 11 County of Klamath) ss.

12 On this 30th day of March, 1981, personally appeared Mildred
 13 H. Loveness and acknowledged the foregoing instrument to be her
 14 voluntary act and deed.

Before me:

Marlene G. Noble
 Notary Public for Oregon
 My Commission Expires: 12/16/83

STEVEN A. ZAMSKY, P.C.
 ATTORNEY AT LAW
 110 NORTH SIXTH STREET, SUITE 207
 KLAMATH FALLS, OREGON 97601
 (503) 862-7761

EXHIBIT "A" to ASSIGNMENT OF CONTRACT

All the following described real property situate in Klamath County, Oregon:

PARCEL 1a: N1/2 NE1/4, SE1/4 NE1/4, E1/2 SW1/4 NE1/4 of Section 12, Township 41 South, Range 12 East of the Willamette Meridian, and Lots 1, 2, 3, and 4 and SE1/4 SW1/4 of Section 7, Township 41 South, Range 13 East of the Willamette Meridian.

EXCEPTING THEREFROM the following described property: A tract of land situated in Lot 4 (SW1/4 SW1/4 of Section 7) Township 41 South, Range 13 East of the Willamette Meridian, Beginning at the SW corner of Sec. 7; thence East along the South line of said Sec. 1677.16 feet to the SE1/4 of Lot 4, thence North along the East line of Lot 4, 132.73 feet; thence West parallel to the South line of said Lot, 1677.16 feet, more or less to the West line of said Lot, also the West line of said Section; thence South along said West line 132.73 feet to the point of beginning.

PARCEL 1b: An undivided 1/2 interest in and to the following described property:

Beginning at a point marked R-1 from which the SE corner of Sec. 31, Twp. 40 S. R. 13 E.W.M. bears South 28 deg. 56' E. 1646 feet distant; thence along water line of proposed reservoir, variation 20 deg. 28' E; N. 13 deg. 00' W. 275 feet; North 16 deg. 15' W. 205 feet N. 34 deg. 15' W. 275 feet; N. 15 deg. 00' W. 480 feet; N. 24 deg. 30' W. 545 feet; N. 41 deg. 30' W. 335 feet; N. 58 deg. 15' W. 490 feet; North 62 deg. 15' W. 475 feet; N. 56 deg. 30' W. 325 feet; S. 34 deg. 45' W. 185 feet; S. 3 deg. 30' E. 570 feet; S. 25 deg. 30' E. 670 feet; S. 17 deg. 15' E. 420 feet; S. 47 deg. 00' E. 380 feet; South 88 deg. 00' E. 250 feet; S. 57 deg. 00' E. 50 feet; S. 56 deg. 30' E. 110 feet; S. 43 deg. 45' E. 200 feet; S. 34 deg. 30' E. 243 feet; S. 60 deg. 15' E. 224 feet; S. 46 deg. 30' E. 440 feet; N. 67 deg. 00' E. 140 feet; N. 7 deg. 45' E. 225 feet to the place of beginning.

SUBJECT TO:

1) The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. Taxes for the year 1980-81 and possibly prior years have been deferred pursuant to ORS 308.370 to 308.403. These, plus earned interest are due and payable when said reason for the deferment no longer exists.

2) Liens and assessments of Klamath Project and Malin Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.

3) Liens and assessments of Klamath Project and Shasta Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.

4) Any unpaid charges or assessments of Shasta Irrigation District.

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5) Rights of the public in and to any portion of the herein described premises lying within the limits of any roads or highways.

6) Easement, including the terms and provisions thereof, given by Chas. S. Frye, Ethel Frye and Harold Barney to The Pacific Telephone & Telegraph Company, dated November 18, 1942, and recorded August 1, 1942, in Deed Volume 149 on page 633, records of Klamath County, Oregon.

7) Grant of Right of Way, including the terms and provisions thereof, given by C. S. Frye and Ethel Frye and Harold Barney to The California Oregon Power Company, dated December 10, 1946, and recorded February 17, 1947, in Deed Volume 202 on page 299, records of Klamath County, Oregon.

8) Right of Way Easement, including the terms and provisions thereof, given by Harold Barney and Amelia Barney to Pacific Power & Light Company, dated April 6, 1973, and recorded April 6, 1973, in Deed Records M-73 on page 4056, records of Klamath County, Oregon.

9) Easement, including the terms and provisions thereof, given by Harold F. Barney and Amelia Barney, husband and wife, to Loren L. Loveness and Linda L. Loveness, husband and wife, dated September 17, 1973, and recorded September 26, 1973, in M-73 on page 13049, Deed Records of Klamath County, Oregon.

Return to KMB

Mail tax statement to

Loyal H. Loveness

Loveness Rd str Rt Bx 16

Malin Or 97623

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

this 1st day of APRIL A.D. 19 81 at 2:34 o'clock P.M., and
duly recorded in Vol. M81 of Deeds on Page 5866

EVELYN BIEHN, County Clerk

By Raymond

Fee \$14.00