

ASSIGNMENT OF VENDEE'S INTEREST IN LAND SALE CONTRACT

FOR THE CONSIDERATION stated below, PHILLIP ANDERSCH, hereinafter called assignor, hereby assigns and transfers to GAYLORD H. ALLISON and VERNA M. ALLISON, husband and wife, hereinafter referred to as assignees, all of assignor's right and interest in and to that certain LAND SALE CONTRACT dated June 19, 1980, between FORT COE COMPANY, an Oregon corporation, as vendor, and assignor as vendee, which contract is recorded in the Micro-film records of Klamath County, Oregon, Volume M-80, page 11357, together with all of assignor's right and interest in and to the real property described in the contract as:

Lot 17, LEWIS TRACTS, according the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Assignor hereby expressly covenants and warrants to assignee that assignor is the owner of the vendee's interest in the contract and that the unpaid balance of the purchase price on said contract as of January 28, 1983, according to the records of the escrow agent for said contract, i.e., Mountain Title Company, is Thirty-seven thousand sixty-five and 67/100 Dollars (\$37,065.67).

The true and actual consideration paid for this assignment, stated in terms of dollars is Seven Hundred Fifty and No/100 Dollars (\$750.00). The actual consideration consists of however, in addition to said sum, the assumption by assignee of taxes for the following fiscal years:

1982-83 \$629.07 plus interest

'83 FEB 18 PM 3 26

1981-82 \$760.60 plus interest
 1980-81 \$410.10 plus interest

Assignee hereby assumes the obligation of the vendee under the contract described above, and agrees to defend, indemnify and hold assignor harmless from and against such obligations. Assignee hereby acknowledges receipt of a copy of said contract.

Assignee and assignor hereby agree that assignee shall not assign, sell, convey or otherwise transfer or alienate assignee's interest in said real property, or any part thereof, without the prior written consent of the assignor, which consent shall not be unreasonably withheld. Assignor shall consent to any voluntary transaction when the withholding thereof would be unreasonable under the circumstances. Assignor may require such personal information concerning any prospective vendee of assignee as a prudent lender would require of a prospective borrower.

Assignee agrees to provide assignor with annual proof of insurance on said premises.

DATED this 2nd day of February, 1983.

ASSIGNOR:

Phillip Andersch
 PHILLIP ANDERSCH

ASSIGNEE:

Gaylord H. Allison
 GAYLORD H. ALLISON

Verna Allison
 VERNA M. ALLISON

STATE OF OREGON)
 : ss.

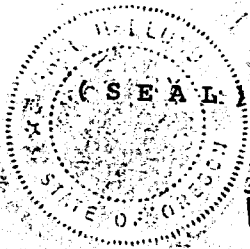
County of Klamath)

February 2nd, 1983.

Personally appeared before me the above-named PHILLIP ANDERSCH

ASSIGNMENT OF VENDEE'S INTEREST IN LAND SALE CONTRACT -- 2.

GAYLORD H. ALLISON and VERNA M. ALLISON, and acknowledged the foregoing instrument to be their voluntary act and deed this 2nd day of February, 1983.



[Signature]
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 9-27-85

Return to MTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .

at 10 day of Feb. A.D. 19 83 at 3:26 o'clock P.M. and
 duly recorded in Vol. M83, of Deeds on a.c. 22-19

Fee \$12.00

EVELYN BIEHN, Clerk

By *[Signature]*