

23650

K-36143

Vol. 783 Page 7766

AFTER RECORDING MAIL TO:

Crater Title Insurance Co.
P.O. Box 336
Medford, OR 97501
Attn: Bob Johnson
Re: #56006-BJ (Pickell/Scobie)

ASSIGNMENT OF CONTRACT AND DEED

ROBERT DALE SCOBIE

for value received hereby grant, bargain, sell and convey unto Grantor(s)
DOUGLAS L. PICKELL and RUTH A. PICKELL, husband and wife

Grantee(s), the following described real property,
with tenements, hereditaments and appurtenances, to-wit:

The East 1/2 of Northwest 1/4 Governments Lots 1, 2, and 3; Northeast
1/4 of Southwest 1/4 Section 19, Township 40 South, Range 14 East of
the Willamette Meridian; the East 1/2 of the Northeast 1/4 Section
24, Township 40 South, Range 13 East of the Willamette Meridian,
Jackson County, Oregon.

and do hereby assign, transfer and set over to the Grantee(s) that
certain Real Estate Contract (as disclosed by Memorandum of Contract,
if applicable), dated the 12th day of March, 1971
Recorded on the XXXXXXXXXXXX day of XXXXXXXXXXXX, 1971
Number XXX XXXXXXXXXXXX Jackson County, Oregon, Official Record XXXX
attached herewith and made a part thereof, with LLOYD C. BEEBE and RUTH
BEEBE as Seller(s) and

ROBERT DALE SCOBIE as Purchaser(s), for
the sale and purchase of the above described real estate. The
Grantee(s) hereby assume and agree to fulfill the conditions of said
real estate contract and Grantor(s) hereby covenant that there is now
an unpaid principal balance owing on said contract in the amount of
\$ 27,162.07, plus interest from January 12, 1983.

The true consideration for this conveyance is \$ Exchange of Property

Dated this 13TH day of MAY, 1983

(Seal)

Robert Dale Scobie
(Robert Dale Scobie) (Seal)

(Seal)

(Seal)

STATE OF OREGON

COUNTY OF JACKSON

) ss.

MAY

13TH

, 1983

Personally appeared the above named

Robert Dale Scobie

and acknowledge the foregoing instrument to be his voluntary
act and deed.

Robert Johnson
Notary Public for Oregon
Commission expires: 6/8/85

(Notary Seal)

Mail tax statements to: Those Currently of Record

This Agreement, made and entered into this 12th day of March 1971 by and between

LUYD C. BEEBE and RUTH BEEBE, husband and wife,
hereinafter called the vendor, and

ROBERT DALE SCOBIE,
hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

The E½ of NW¼ Government Lots 1, 2 and 3; NE¼ of SW¼ Section 19, Township 40 South, Range 14 East of the Willamette Meridian; the E½ of NE¼ Section 24, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Subject to: Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; Liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith; Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Agreement, including the terms and provisions thereof, recorded February 10, 1947, in Deed Volume 202, page 133, regarding waste ditches and waste water; Easements and rights of way of record and appurtenant on the land, if any;

at and for a price of \$ 80,000.00, payable as follows, to-wit: \$23,200.00 by vendee giving vendors his promissory note and securing it by a mortgage on real property in Jackson County, Oregon, which said sum is due March 1, 1972;

\$ -0- at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 56,800.00 with interest at the rate of 5 % per annum from March 1, 1973 payable in installments of not less than \$ 4,558.20 per year inclusive of interest, the first installment to be paid on the 1st day of March 1973, and a further installment on the 1st day of every March thereafter until the full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the South Sixth Street Branch of First National Bank of Oregon, at Klamath Falls,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ insurable value with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held by vendee, copy to vendors, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

which vendee assumes, and will place said deed and purchaser's policy of title insurance in sum of \$80,000.00 covering said real property, together with one of these agreements in escrow at the South Sixth Street Branch of First National

Bank of Oregon,

at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving same and his security interest therein, and in the event possession is so taken by Vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

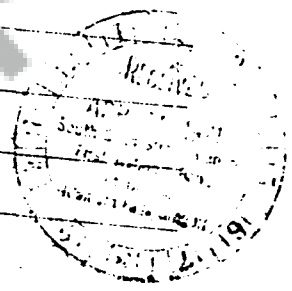
And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees, to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, 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 corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 18th day of May A. D. 19 83 at 2:07 o'clock P. M.
duly recorded in Vol. M83, of Deeds on Page 7766.

By Evelyn Biehn County Clerk

Fee \$12.00

From the office of
Ganong, Ganong & Gordon
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.