

TTA#M-38-26054-9

1-1-74

23931

## ASSIGNMENT OF CONTRACT

Vol. 483 Page 3202

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto EARL M. KUMMERT and FLORA H. KUMMERT, husband and wife

his heirs, successors and assigns all of the vendee's right, title and interest in and to that certain attached, unrecorded contract dated October 10, 1979, between ALL-MAC DEVELOPMENT, INC. & PATSCHECK-VEIGA DEVELOPMENT, INC. & WELLS\*\* as seller, and JOHN R. STRAHAN as buyer/for the sale and purchase of the following described real estate in Klamath County, Oregon: and subsequently assigned

Lot 22, Block 4, Tract No. 1023, KLAMATH COUNTRY, in the County of Klamath, State of Oregon.

SEE ATTACHED EXHIBIT "A"

\*\* FARGO REALTY SERVICES, INC.

together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the assignee above named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than \$ 5,126.77 with interest paid thereon to May 10, 1983; further, upon compliance by said assignee with the terms of said contract, the undersigned directs that conveyance of said real estate be made and delivered to the order of said assignee.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00

ⓐ However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ⓐ the whole

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include 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 one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: May 24, 1983.

Dwaine Kessler by Nita A. Bair  
Attorney in fact

(If executed by a corporation,  
affix corporate seal.)

Treva Kessler by Nita A. Bair  
Attorney in fact.

STATE OF OREGON,

County of Klamath

ss.

On this the 25th day of May, 1983 personally appeared NITA A. BAIR

who, being duly sworn (or affirmed), did say that She is the attorney in fact for DWANE KESSLER and TREVA KESSLER, husband and wife and that She executed the foregoing instrument by authority of and in behalf of said principal; and She acknowledged said instrument to be the act and deed of said principal.

Before me:

W. Darlene T. Addington  
Notary Public for Oregon.  
My Commission expires 3-22-85

ATTORNEY IN FACT ACKNOWLEDGMENT  
Form No. 0-13

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording, return to:

TTA-Martene

NAME, ADDRESS, ZIP

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

Earl M. Kummert  
P.O. Box 69  
Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of , 19

at o'clock M., and recorded in book on page or as file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By

Deputy

# AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Estate dated this 10th day of Oct, 1979, by and between All-Mac Development, Inc. and Patscheck-Veiga Development, Inc. hereinafter called Seller, Developers of KLAMATH COUNTRY, whose address is 5030 South 6th Street, Klamath Falls, Oregon, and

Whose address is John R. Strahan, 5315 N.E. Alberta, Portland, Ore 97218

hereinafter called "Buyer".

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, real property situated in the County of Klamath, State of Oregon described as follows: # 93

Lot 2, Block 4, KLAMATH COUNTRY, in the County of Klamath, State of Oregon, as shown on Map filed in Book 20, Page 6 of Maps, in the office of the County Recorder of said County. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, right and rights of way of record.

In consideration of the covenants and agreements contained herein to be performed by Seller, the Buyer agrees to pay to Wells Fargo Realty Services, Inc., hereinafter referred to as "Trustee", the following sum of money, payable on the terms and conditions hereinafter set forth:

CASH PRICE	\$ <u>5900.00</u>
Cash Down Payment	\$ <u>600.00</u>
Total Down Payment	\$ <u>600.00</u>
Unpaid Balance (Amount Financed)	\$ <u>5300.00</u>
FINANCE CHARGE (Interest)	\$ <u>3761.24</u>
Total of Payments	\$ <u>9061.24</u>
Deferred Payment Price	\$ <u>9061.24</u>
ANNUAL PERCENTAGE RATE	\$ <u>9 1/2</u>

The unpaid balance shall be paid in 192 equal monthly installments of \$ 59.27, or more, including interest at 9 1/2 % per annum on the unpaid balance from November 10, 1979, commencing November 10, 1979, and on the same day of each month thereafter, and final payment of the remainder of the unpaid balance plus interest thereon on the last month. All or any part of the unpaid balance may be prepaid without penalty on the monthly payment date.

Taxes for 1979-1980 and all subsequent taxes are to be paid by buyer and he shall agree to pay all assessments levied subsequent to date hereof: Buyer may assign or transfer this agreement upon written approval of Trustee.

Buyer will be assessed 250.00 or off 79 for installation of electricity.

Time is of the essence of this Agreement and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of any of said installments of principal and interest when the same become due, or (b) in the payment of real estate taxes and assessments when the same become due, or (c) in the repayment after demand of any amounts herein agreed to be repaid, or (d) in the observance or performance of any other obligation hereunder and any such default is not cured within 90 days after written notice by Trustee on behalf of Seller then this agreement on the part of the parties shall be deemed automatically cancelled and terminated and the amounts paid herein may be retained by Seller as liquidated damages, the parties agreeing that it would be impractical and extremely difficult to fix the damages. Said liquidated damages shall be Seller's only money remedy. If suit be brought or instituted by or against Trustee to recover any sum whatsoever payable from Buyer to Trustee hereunder or to recover said property or otherwise under this agreement trustee shall be awarded, in addition to all other relief, a reasonable attorney's fee as fixed by the court.

No representations, agreement or warranties, whether express or implied, not herein expressly set forth have been made by Seller or Trustee to or with Buyer. Buyer acknowledges that no persons had nor have any authority to make any representations, agreements or warranties whether express or implied binding upon Seller or Trustee not herein expressly set forth and that if any such representations or agreement or warranties were made or given and are not herein expressly set forth, each, every and all thereof are of no force or effect. This agreement is the only agreement between Seller or Trustee and Buyer, and all prior or contemporaneous negotiations are merged herein and superseded hereby.

This Agreement is made by Trustee under Declaration of Trust and Buyer's recourse against Trustee shall be solely to the trust estate and not to Trustee in its individual capacity. Trustee is hereby authorized and directed to disburse all payments from Buyer to All-Mac Development, Inc. and Patscheck-Veiga Development, Inc., in accordance with the provisions of said Declaration of Trust.

Ten months from the date of this Agreement, Buyer shall deliver to Trustee a Deed of Trust which shall supersede this Agreement and shall secure a Promissory Note in the amount then due and owing under this Agreement at the same financial terms herein, and Trustee shall execute a Trustee's Bargain and Sale Deed in favor of Buyer conveying said property to Buyer, subject to: 1) All matters now of Record. 2) All matters specified in this Agreement. 3) Real property taxes which Buyer is obligated to pay under this Agreement. 4) All matters done, made or suffered by Buyer. At Buyer's election and at Buyer's expense Trustee shall furnish to Buyer a policy of title insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances except these herein before specified and those done, made or suffered by Buyer. Buyer will be responsible for recording this agreement and paying

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Buyer John R. Strahan Sellers Cl. F. Ullberg  
Authorized Signature

Buyer \_\_\_\_\_

Wells Fargo Realty Services, Inc.  
Trustee for All-Mac Development, Inc. &  
Patscheck-Veiga Development, Inc.

572 East Green Street  
Pasadena, California 91101  
Authorized Signature Norbert Howell

7461-00931

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 26th day of May A. D. 19 83 at 10:42 o'clock A. M.  
duly recorded in Vol. M83, of deeds on a 8252

12.00 fee

By EVELYN BIEHN, County Clerk  
[Signature]