

ASSIGNMENT

THIS AGREEMENT, Made and entered into this 20th day of July, 1983, by and between MARGARET A. COX, a single person dealing with her sole and separate property, of P.O. Box 42, Middleton, Idaho, the party of the first part, hereinafter referred to for convenience as "Assignor", and ROBERT L. EYSTER, a married man dealing with his sole and separate property, by and through his attorney-in-fact, T.W. SCHULDT, of United Capital Investment Fund, 1412 West Washington Street, Boise, Idaho, 83702, the party of the second part, hereinafter referred to for convenience as "Assignee", WITNESSETH:

WHEREAS, Ralph William Almeter and Helen Zetta Almeter, husband and wife, as sellers, and Helen L. Woolington, a single woman, as buyer, entered into a certain Contract of Sale dated November 28, 1979, recorded November 29, 1979, in Volume M-79, page 27728, Deed records of Klamath County, Oregon, for the sale and purchase of the real and personal property more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Said Contract of Sale dated November 28, 1979, was assigned by Helen L. Woolington, a single woman, to F.L.D.C., Inc., an Idaho corporation, by written Assignment dated February 1, 1980, recorded April 1, 1980, in Volume M-80, page 6052 and re-recorded April 17, 1980, in Volume M-70, page 7203, Deed Records of Klamath County, Oregon; and

WHEREAS, Said Contract of Sale dated November 28, 1979, was again assigned by F.L.D.C., Inc., an Idaho corporation, to Margaret A. Cox, a single person, said Contract bearing date of the 11th day of July, 1980, and recorded September 2, 1980, in Volume M-80, page 16627 and re-recorded September 11, 1980, in Volume M-80, page 17263, Deed records of Klamath County, Oregon; and

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1 WHEREAS, The Assignor herein is desirous of assigning
2 all of her right, title and interest in and to said Contract
3 dated November 28, 1979, to the Assignee herein;

4 NOW, THEREFORE, THIS INDENTURE WITNESSETH:

5 That the Assignor, for and in consideration of the sum
6 of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States
7 of America, the receipt of which is hereby acknowledged, hereby
8 assigns, transfers and sets over unto the said Assignee the
9 above described Contract of Sale dated the 28th day of November,
10 1979, and all of the Assignor's right, title and interest in
11 and to the real and personal property therein described.

12 The Assignee hereby accepts this assignment and agrees
13 to assume and pay the underlying Contract of Sale dated November
14 28, 1979, by and between Ralph William Almeter and Helen Zetta
15 Almeter, husband and wife, as sellers, and Helen L. Woolington,
16 a single woman, as buyer, in accordance with its terms and to
17 comply with each and every term and condition contained in said
18 Contract of Sale. Assignee further agrees that he will not
19 allow said Contract of Sale to become in default, and in
20 the event Assignee should allow said Contract of Sale to become
21 in default, Assignor may correct said default so as to prevent
22 a default and forfeiture of said Contract of Sale, and Assignee
23 agrees to indemnify and hold harmless the Assignor from any
24 payments, claims or damages by reason of Assignee's acts or
25 conduct and agrees to hold Assignor harmless from any payments
26 made by Assignor for claims or damages which may arise as a
27 result of any default by Assignee.

28 The Assignee agrees to assume and pay the above described
29 Contract of Sale dated November 28, 1979, which currently reposes
30 in escrow at Security Savings and Loan Association of Klamath
31 Falls, Oregon, Escrow Account No. 08-01266-8 with monthly payments
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of \$537.31, together with any increases which may be established in said escrow account. Assignor shall make all monthly payments current through the month of May, 1983, on said Contract of Sale dated November 28, 1979, and Assignee agrees to assume the monthly payments on said Contract of Sale commencing with the 1st day of June, 1983, and continuing on the first day of each and every month thereafter until said Contract of Sale has been paid in full in accordance with its terms.

This agreement is binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals, the day and this in this agreement first above written.

Margaret A. Cox (seal)
Margaret A. Cox
Assignor

Robert L. Eyster (seal)
Robert L. Eyster

By F. B. Schuldt (seal)
F. B. Schuldt
Attorney-in-Fact
Assignee

STATE OF IDAHO)
) ss
County of Canyon)

On this 20th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared MARGARET A. COX, a single person, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

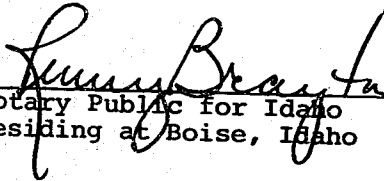
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Ramona J. Donchetti
Notary Public for Idaho
Residing at: Caldwell, Idaho

1 STATE OF IDAHO)
2 County of Ada) ss

3 On this 21 day of July, 1983, before me, the undersigned,
4 a Notary Public in and for said State, personally appeared T.B.²⁴
5 SCHULDT, known to me to be the person whose name is subscribed
6 to the within instrument as the attorney-in-fact of ROBERT L.
7 EYSTER, and acknowledged to me that he subscribed the name of
8 ROBERT L. EYSTER thereto as principal, and his own name as attorney-
9 in-fact.

10 IN WITNESS WHEREOF, I have hereunto set my hand and
11 affixed my official seal, the day and year in this certificate
12 first above written.

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14 Notary Public for Idaho
15 Residing at Boise, Idaho
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