

1-1-74

26849

ASSIGNMENT OF CONTRACT

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto FRED McNALLY

his heirs, successors and assigns, all of the vendor's right, title and interest in and to that certain contract for the sale of real estate dated April 10, 19 81, between

McNally - Rathbone, Inc. an Oregon Corporation as seller and Gerald W. Mattox and Ardy B. Mattox

as buyer, which contract is recorded in the Deed* Miscellaneous* Records of Klamath County, Oregon, in book M81 at page 7020 or as file number , reel number (indicate which) (reference to said recorded contract hereby being expressly made) together with all the right, title and interest of the undersigned in and to all moneys due and to become due thereon; the undersigned hereby expressly covenants and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$ with interest paid thereon to , 19 .

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.
 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).^⓪

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 seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: , 19 83

Harold J. Madland
 Harold J. Madland

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

STATE OF ~~California~~ California) ss.
 County of Tulare)
 January 28, 19 83
 Personally appeared the above named
Harold J. Madland

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

Harold J. Madland
 Notary Public for California
Tulare County
 My commission expires NOV 26, 1985

STATE OF OREGON, County of) ss.
 , 19

Personally appeared and 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 , 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 and deed.

Before me:

 Notary Public for Oregon
 My commission expires:

(OFFICIAL SEAL)

*Strike whichever word not applicable. NOTE—The sentence between the symbols ⓪, if not applicable, should be deleted. See OES 93.030. If the contract is not already of record, it should be recorded, preferably in the Deed Records.

Harold J. Madland
5801 State Road
Bakersfield, Calif. 93308

GRANTOR'S NAME AND ADDRESS
FRED McNALLY CHEVROLET INC.

GRANTEE'S NAME AND ADDRESS

After recording return to:
Attorney at Law
932 Lloyd Ave
Portland, Or 97232
 NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.

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.

SPACE RESERVED FOR RECORDER'S USE

Recording Officer

By Deputy

\$ 21,497.17, May 24, 1983

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
MCNALLY-RATHBONE, INC.

at Portland, Oregon

Twenty-One Thousand Four Hundred and Ninty-Seven Dollars and 17/100-----DOLLARS,
with interest thereon at the rate of 12% percent per annum from May 24, 1983 until paid, payable in
monthly installments of not less than \$350.00 in any one payment; interest shall be paid monthly and

~~XXXXXX~~ is included in the minimum payments above required; the first payment to be made on the 24th day of June
19 83, and a like payment on the 24th day of each month thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the
option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the
amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
is tried, heard or decided.

* Strike words not applicable.

Long M. R. P. et al
McNally

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 11 day of AUGUST A.D. 19 83

at 11:18 o'clock A M, and duly

recorded in Vol. M83 of DEEDS

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EVELYN BIEHN, County Clerk

By *Ann Lewis* Deputy

Fee 8.00