

29915

ASSIGNMENT OF LEASE
AND CONTRACT OF SALEVol. 183 Page 18505

KNOW ALL MEN BY THESE PRESENTS that Frances S. Barth, Assignor, for value received hereby assigns unto Tom Mills and Ina Mills, husband and wife, successors in interest to Mr. and Mrs. Norman Willhite, Assignees, the Lessee's interest in that certain lease made by Frances S. Barth and Mr. and Mrs. Norman Willhite in which Frances S. Barth is Lessee, dated December 26, 1973 and amended thereafter September 30, 1980, and covering the following described premises, to wit:

That portion of the south one-half of the south-east one-quarter of Section 13, Township 35 south, Range 9 east, of the Willamette Meridian, Klamath County, Oregon, lying southwesterly of the Sprague River Highway as now located.

**

To Have and to Hold the same unto said Assignees and assigns from the date hereof for all the rest of the term of said lease, subject to the covenants, conditions, and provisions therein mentioned for the sum of Four Thousand and no/100 Dollars (\$4,000.00) (hereinafter called the purchase price) on account of which Two Thousand and no/100 Dollars (\$2,000.00) is paid on the execution here, the Assignees to pay the remainder of said purchase price (to wit: \$2,000.00) to the order of the Assignor one payment of not less than Two Thousand and no/100 Dollars (\$2,000.00), payable on or before the 18th day of April, 1984.

ASSIGNMENT OF LEASE AND CONTRACT OF SALE, Page 1

** It is also agreed that the following appliances are included in this agreement: Electric Range, refrigerator, washer and dryer.

DM
DM

*83 OCT 25 PM 2 30

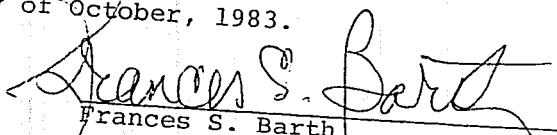
ack
12-03

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In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and, if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but their respective heirs, executors, administrators, personal representatives, successor in interest, and assigns as well.

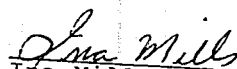
IN WITNESS WHEREOF, the parties have subscribed their names hereto this 20th day of October, 1983.



Frances S. Barth



Tom Mills

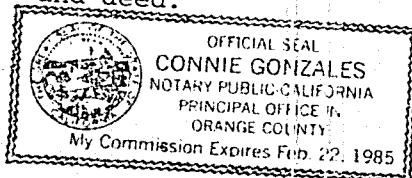


Ina Mills

STATE OF CALIFORNIA)
) ss.
County of ORANGE)

18507

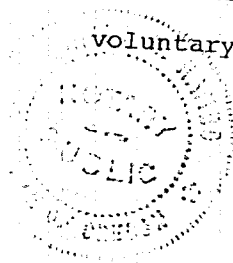
Personally appeared the above-named Frances S. Barth and acknowledged the foregoing instrument to be her voluntary act and deed.



Connie Gonzales
Notary Public for California
My Commission Expires: Feb 22, 1985

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named Tom Mills and Ina Mills and acknowledged the foregoing instrument to be their voluntary act and deed.



Richard B. Fawcett
Notary Public for Oregon
My Commission Expires: 3-27-86

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

Return To:
TOM MILLS
STAR ROUTE 2 Box 584
CHILQUIN, OREGON
97624

on this 26th day of Oct. A.D. 19 83
at 2:30 o'clock P M, and duly
recorded in Vol. M 83 of Deeds
page 18505

EVELYN BIEHN, County Clerk
By *[Signature]* Deputy
Fee 12.00