

34352

K. 35596  
ASSIGNMENT OF CONTRACT

Vol. M84 Page 3963

84 MAR 13 PM 2 15

The undersigned, RICHARD FRANK BOGATAY, also known as RICHARD F. BOGATAY, and JON ROBERT BOGATAY, also known as JON R. BOGATAY, do hereby grant, bargain, sell, assign and set over unto NINE PINE PROPERTIES, an Oregon partnership consisting of HENZEL PROPERTIES, LTD., an Oregon limited partnership, RICHARD FRANK BOGATAY, JON ROBERT BOGATAY and FRANK RICHARD BOGATAY all of the vendee's right, title and interest in and to that certain contract for sale of real property dated the 26th day of March, 1979, and recorded in Volume M-79, Page 6714, Records of Klamath County, Oregon, between AVIS J. TAYLOR, formerly known as AVIS J. McCONNELL as Seller and RICHARD FRANK BOGATAY and JON ROBERT BOGATAY as Purchasers. RICHARD FRANK BOGATAY and JON ROBERT BOGATAY, grantors, convey and warrant to NINE PINE PROPERTIES, an Oregon partnership consisting of HENZEL PROPERTIES, LTD., an Oregon limited partnership, RICHARD FRANK BOGATAY, JON ROBERT BOGATAY and FRANK RICHARD BOGATAY, grantees, the real property described in said contract free of encumbrances except as set forth in Exhibit "A - Assignment of Contract" attached hereto and incorporated herein. RICHARD FRANK BOGATAY and JON ROBERT BOGATAY convey and warrant to NINE PINE PROPERTIES, an Oregon partnership consisting of HENZEL PROPERTIES, LTD., an Oregon limited partnership RICHARD FRANK BOGATAY, JON ROBERT BOGATAY and FRANK RICHARD BOGATAY that they are the owners of the vendee's interest in the real property described in this contract of sale and that the unpaid principal balance of the purchase price is not less than \$24,054.09

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

Richard F. Bogatay  
621 Loma Linda Drive  
Klamath Falls, OR 97601

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Page One

After Recording  
Return To

HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
426 MAIN STREET  
KLAMATH FALLS,  
OREGON 97601-6084  
TELEPHONES  
(503) 884-7731  
884-2030

1 with interest thereon paid to the 1st day of September,  
 2 1981.

3 The effective date of this Agreement is September 1, 1981.

4 This instrument does not guarantee that any particular  
 5 use may be made of the property described in this instrument. A  
 6 buyer should check with the appropriate city or county planning  
 7 department to verify approved uses.

8  
 9 3/8/84  
 10 DATE

Richard Frank Bogatay  
 RICHARD FRANK BOGATAY

11 3/8/84  
 12 DATE

Jon Robert Bogatay  
 JON ROBERT BOGATAY

13  
 14 STATE OF OREGON )  
 15 ) ss.  
 County of Klamath )

16 On this 8 day of March, 1984, the afore-  
 17 mentioned RICHARD FRANK BOGATAY and JON ROBERT BOGATAY personally  
 18 appeared before me and acknowledged to me that the foregoing  
 19 instrument to be their voluntary act and deed and true as they  
 20 verily believe.

[Signature]  
 NOTARY PUBLIC FOR OREGON

My Commission expires: 8-5-87

All that portion of Lots 5 and 6 of Block 13, of Original Town of Linkville (Now City of Klamath Falls) Oregon, more particularly described as follows:

Beginning at the most Westerly corner of Lot 5 in Block 13 of said addition, being at the intersection of the Southeasterly line of Pine Street and the Northeasterly line of Eighth Street; thence Southeasterly along the Northeasterly line of Eighth Street 75 feet; thence Northeasterly at right angles to Eighth Street 130 feet to a line between Lots 6 and 7 in Block 13; thence Northwesterly on said line, 75 feet to Pine Street; thence Southwesterly on Pine Street 130 feet to the point of beginning,

EXCEPTING THEREFROM the following described property: Beginning at the most Westerly corner of said Lot 5 in Block 13, being the intersection of the Southeasterly line of Pine Street and the Northeasterly line of Eighth Street; thence South 50°55' East along the Northeasterly line of Eighth Street a distance of 45.01 feet to an "x" set in a concrete sidewalk and the true point of beginning of this description; thence North 38°33' East and along the Southeasterly edge of a concrete curb a distance of 67.10 feet to the interior corner of said curb; thence South 52°07' East along the Southwesterly edge of a concrete curb and said curb line extended a distance of 30.62 feet to the Northwesterly line of that property described in Deed Volume 107 page 606, Klamath County Deed Records; thence South 39°05' West along the Northwesterly line of said property a distance of 67.74 feet to an "x" set in a concrete sidewalk on the Northeasterly line of Eighth Street; thence North 50°55' West along the Northeasterly line of Eighth Street a distance of 29.99 feet to the true point of beginning of this description.

SUBJECT TO:

- (1) Zoning ordinances, building and use restrictions, reservations in Federal patents, beneficial utility easements of record, and those apparent on the land and common to real estate in the area;
- (2) That certain Lease, made and entered into as of December 22, 1975, between Avis J. Taylor, as Lessor, and Richard A. Van Osdol and Phyllis J. Van Osdol, as Lessees, the Lessor's interest therein hereby being assigned by the Vendor to the Purchasers, subject to the terms and provisions of said Lease to be performed by the Lessor therein, which Purchasers assume and agree to perform and to hold the Vendor harmless therefrom.
- (3) Assessments and charges of the City of Klamath Falls for monthly water and/or sewer services.

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for record on the 12th day of March A.D., 1984 at 2:15 o'clock P.M., and duly recorded in Vol. M84, of Deeds on page 3263.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Paul Smith, Deputy