

ASSIGNMENT OF CONTRACT PAYMENTS

R E C I T A L S :

Assignor OLIVER T. THORVILSON is the Vendor under that certain contract dated July 28, 1977, wherein OLIVER T. THORVILSON and WANDA R. THORVILSON, deceased, are the Sellers and LEONARD L. WERRONEN and DIADDA J. WERRONEN, husband and wife, are Vendees, covering real and personal property described in the Contract of Sale, recorded in Volume M-77, page 13522, in the records of Klamath County, Oregon.

The property which is the subject of this Contract of Sale is described as follows:

All of Lots 69 and Lot 70, 71 and 72, EXCEPT the West 10 feet of said Lots 70, 71 and 72 in Block 40 of WEST KLAMATH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

OLIVER T. THORVILSON is indebted to the Klamath County Nursing Home, an agency of Klamath County, Oregon, for the following sums under the Judgment rendered in Circuit Court Case 84-59-CV:

A. \$5,529.22 plus interest thereon at the rate of nine percent (9%) per annum from November 9, 1983, until paid; and,

B. The sum of \$410 plus interest at the rate of nine percent (9%) per annum from March 16, 1984, until paid.

A G R E E M E N T

OLIVER T. THORVILSON hereby agrees that, in consideration for the forbearance of Klamath County in executing the above judgment as rendered in Klamath County Circuit Court Case 84-59-CV, he assigns to Klamath County all his right, title and interest in and to such portion of the payments due him under the above entitled Contract with the WERRONENS as shall be necessary to pay the judgment to Klamath County, plus the interest as stated, in full.

In order to facilitate payment by way of this Assignment, OLIVER T. THORVILSON agrees that Klamath First

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Federal Savings and Loan Association, the escrow agent on said contract in Escrow Account #4727, is directed to pay to the Klamath County Nursing Home the sum of \$100 from each and every monthly payment made by the WERRONENS on said contract until the full obligation due Klamath County, plus interest as set forth above, is paid in full.

It is further agreed by OLIVER T. THORVILSON that, should the WERRONENS prepay any sums under the contract, the escrow agent shall disburse the first 1/3 of such payments to the Klamath County Nursing Home.

It is further agreed by the Defendant, OLIVER T. THORVILSON, that should any monthly payment not be made to the Klamath County Nursing Home by the 15th of any month, the Klamath County Nursing Home shall be able to fully execute their judgment on any portion remaining unpaid.

OLIVER T. THORVILSON agrees that this Assignment and all terms contained herein shall bind any and all of his heirs, executives and assigns.

DATED this 2 day of May, 1984.

Oliver T. Thorvilson
OLIVER T. THORVILSON

STATE OF OREGON)
) ss.:
County of Klamath)

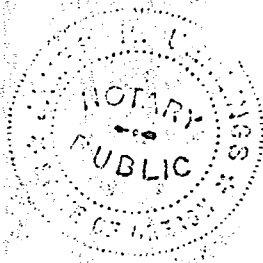
May 2, 1984.

Personally appeared the above named OLIVER T. THORVILSON and acknowledged the foregoing instrument to be

his voluntary act and deed.

7443

BEFORE ME:



James R. Uerlings
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-20-87

After recording, return to:
JAMES R. UERLINGS
Attorney at Law
110 N. Sixth Street, Suite 209
Klamath Falls, OR 97601-6056

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

on this 4th day of May A.D. 19 84
at 9:02 o'clock A M, and duly
recorded in Vol. M84 of Deeds
Page 7441

EVELYN BIEHN, County Clerk
By Ram Smith Deputy
Fee None

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