

ASSIGNMENT OF CONTRACT Made as of April 24, 1984, between JAMES M. EVANS, as Personal Representative of the Estate of Armella Katherine Kay Evans, Deceased (Assignor) and JAMES M. EVANS, PAUL B. EVANS and JEANNE K. LODWICK, each as to an undivided one-third interest, (Assignees);

WITNESSETH:

For value received, Assignor does hereby assign to Assignees all of Assignor's right, title and interest in and to that certain contract of sale of real property (CONTRACT) dated June 26, 1969, wherein Ethelda Croft, a single woman, is Vendor, and Marshall B. Evans and Armella K. Evans, husband and wife, is Purchaser, affecting the following real property situate in Klamath County, Oregon, more particularly described in Exhibit "A" attached hereto and thereby made a part hereof as though fully set forth hereat, which Contract is recorded in Vol. M-69, page 5939 Records of Klamath County, Oregon (reference to said recorded Contract hereby being expressly made). This Assignment also includes (without limitation) all of the right, title, and interest of Assignor in and to the real property described herein, subject to the expectations above set forth and the Vendor's lien created by the Contract.

Assignor expressly covenants with and warrants to Assignees that: Assignor is the Personal Representative of the Estate of Armella Katherine Kay Evans, Deceased, (who is the Armella K. Evans named in the Contract); this assignment is made pursuant to Order Settling First and Final Accounting and Decree of Final Distribution entered in the Circuit Court of the State of Oregon for Klamath County in re Estate of Armella Katherine Kay Evans, Deceased, Probate No. 83-057; Assignor is not in default under any of the terms of said Contract; and Assignor is not made any assignment, pledge, or hypothecation of the purchaser's interest in the real property described herein, or in the Contract, or in the Contract itself, other than evidenced by this Assignment.

Assignees expressly covenant and warrant to Assignor that: Assignees are fully aware of all of the terms, covenants, and provisions of the Contract; Assignees hereby expressly assume and agree to fully perform all of the terms, covenants, and provisions of the Contract, including, but not limited to, the payment of all sums due, or to become due, under the terms of said Contract promptly as provided in the Contract; and Assignees shall hold and save Assignor harmless from any of the terms, covenants, and provisions of said Contract and indemnify Assignor from and against any claims, demands, suits, actions, judgments, or decrees, arising out of, or in connection with, any failure by Assignees to perform any of the terms, covenants, or provisions of the Contract, including reasonable attorney fees, both at trial or on appeal.

This Assignment shall be construed as follows: All covenants, terms and provisions of this Assignment are severable, and in the event any of them shall be held to be invalid by any competent Court, this Assignment shall be interpreted as though said invalid covenants, terms, and provisions were not contained herein; as though prepared by all parties; each party to this Assignment has been free to consult with his own attorney; Assignees do not consider the services performed by Assignor's attorney to constitute a conflict of interest between such attorney and Assignees; Assignor does not consider the services performed by Assignee's attorney to constitute a conflict of interest between such attorney and Assignor; as governed by the laws of the State of Oregon, regardless of where executed; pronouns shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural as the context requires; and all rights, remedies, and liability herein given to or imposed upon any of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this Assignment is assignable by the terms hereof, to the assigns of such parties.

SIGNED on the date set opposite the signatures of the parties executing this Assignment.

DATE

SIGNATURE

May 31, 1984

May 31, 1984

June 14, 1984

June 14, 1984

James M. Evans
James M. Evans, Personal Representative

James M. Evans
James M. Evans

Paul B. Evans
Paul B. Evans

Jeanne K. Lodwick
Jeanne K. Lodwick

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

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On the 31 day of May, 1984, personally appeared JAMES M. EVANS, individually and as Personal Representative of the Estate of Armella Katherine Kay Evans, Deceased, and acknowledges the foregoing instrument to be his voluntary act and deed.

Before me:

Eda Gilbert

Notary Public for Oregon

My Commission expires: 6-1-85

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On the 14 day of June, 1984, personally appeared PAUL B. EVANS, and acknowledges the foregoing instrument to be his voluntary act and deed.

Before me:

Eda Gilbert

Notary Public for Oregon

My Commission expires: 6-1-85

STATE OF ~~OREGON~~ OREGON)
) ss.
COUNTY OF KLAMATH)

On the 14 day of June, 1984, personally appeared JEANNE K. LODWICK, and acknowledges the foregoing instrument to be her voluntary act and deed.

Before me:

Eda Gilbert

Notary Public for Oregon

My Commission expires: 6-1-85

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

on this 14 day of June A.D. 19 84
at 4:31 o'clock P M, and duly
recorded in Vol. M84 of Deeds
Page 9999

EVELYN BIEHN, County Clerk

By Paul B. Evans Deputy

Fee 8.00

After Recording-Return To:

GIACOMINI, JONES & ASSOCIATES
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
435 MAIN STREET
KLAMATH FALLS, OREGON 97601