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A.T.C. 27788

ABSOLUTE ASSIGNMENT OF CONTRACT

This agreement of absolute assignment made and entered into by and between JOHN M. KINGSLEY and SALLY F. KINGSLEY, husband and wife, hereinafter referred to as "Assignors" and CORDINO LONGIOTTI and LORETTA LONGIOTTI hereinafter referred to as "Assignees."

WITNESSETH:

WHEREAS, Assignors are purchasing certain real property from Assignees in Jackson County, Oregon, identified as 1645 Anderson Creek Road, for a total purchase price of One Hundred Sixty Thousand Dollars (\$160,000.00), and

WHEREAS, Assignors are sellers under a certain contract of sale wherein Donald Holm and Patricia Holm, husband and wife, are purchasers, identified by a Memorandum of Contract in the public records of Klamath County, Oregon, recorded September 12, 1980 in book M-80, page 17365, with a principal balance as of the date of closing of One Hundred Fifty Nine Thousand Two Hundred Twenty Five and 62/100 Dollars (\$159,225.62) plus accrued interest, and

WHEREAS, Assignees have agreed to accept the absolute and unconditional assignment of said contract and its rights in payment of said purchase price as provided in the earnest money agreement and addendum, attached hereto as Exhibit "A" and incorporated herein as part hereof.

NOW THEREFORE, the parties do hereby agree as follows:

- (1) Assignors do hereby set over, sell, and assign to Assignees, without recourse, all of their right, title, and

COTTLE & HOWSER
PROFESSIONAL CORPORATION
607 SISKIYOU BOULEVARD
P. O. BOX 627
ASHLAND, OREGON 97520

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interest in and to said contract, absolutely and without limitation, as final payment in full for Assignees' residence located at 1645 Anderson Creek Road, Jackson County, Oregon, and Assignees do accept the same as unconditional and full payment therefor.

(2) Assignors warrant that said contract is in good standing, they have the right to assign the same, and that they know of no claims or defenses by the purchasers thereunder. Except for the foregoing warranties, Assignors make no representations or warranties of any kind, express or implied, and Assignees acknowledge that they are accepting said contract assignment, as unconditional payment, without recourse against Assignors for any reason; that all of the terms and conditions of the addendum to the earnest money have been satisfied and that Assignees' attorney and accountant have provided the advice and recommendations upon which Assignees have relied as to the adequacy and sufficiency of said contract, the records and history of payments, physical inspection of the property, the purchasers' credit references, the value of said property, the adequacy of this and other documents connected with the sale, and that the attached preliminary title report from Aspen Title & Escrow represents the state of the Title to the underlying property covered by said contract and Assignees accept such statement of title.

(3) This assignment is not one for security purposes, but is absolute and unconditional and constitutes an assignment not only of all rights under said contract but of any and all obligations which the Assignors had thereunder or which may arise hereafter.

(4) This agreement constitutes the entire agreement of the parties and all prior documents, negotiations, and representations, except as set forth herein, are deemed to be

immaterial, not relied upon by the parties and merged fully herein.

ASSIGNORS:

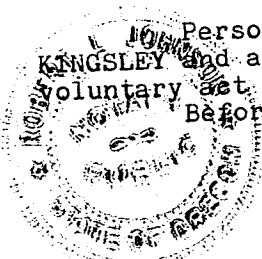
John M. Kingsley
JOHN M. KINGSLEY
Sally F. Kingsley
SALLY F. KINGSLEY

ASSIGNEES:

Cordino Longiotti
CORDINO LONGIOTTI
Loretta Longiotti
LORETTA LONGIOTTI

STATE OF OREGON)
) ss.
County of Jackson)

Personally appeared the above named JOHN M. and SALLY F. KINGSLEY and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me this 18TH day of July, 1984.



Robert L. Johnson
Notary Public for Oregon
My commission expires: 6-8-85

STATE OF OREGON)
) ss.
County of Jackson)

Personally appeared the above named CORDINO and LORETTA LONGIOTTI and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me this 18TH day of July, 1984.



Robert L. Johnson
Notary Public for Oregon
My commission expires: 6-8-85

SALVAGE AGREEMENT AND RECEIPT FOR EARNEST MONEY
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPELLED ADVISE.

12310



REALTOR

The undersigned purchaser offers to purchase the following described real property situated in the City of TALAMOUNT, County of TALAMOUNT, State of Oregon, to wit: 1145 ANDERSON CREEK ROAD (legal description)

and commonly known as: 1145 ANDERSON CREEK ROAD (street address)

for the purchase price of \$16,000

on the following terms, to-wit: Earnest money herein received for of N/A, as additional earnest money, the sum of \$ 0

At or before closing, the balance of down payment Upon acceptance of title and delivery of DEED (Lines 7, 8, 9, 10 must equal line 6) \$ 0

payable as follows: PURCHASER TO A SIGN TO SELLER CASHIER (CASH) ON 10/01/84

IF NEW LOAN IS REQUIRED, TRANSACTION SUBJECT TO PURCHASER AND PROPERTY QUALIFYING FOR THE LOAN. Purchaser agrees to make written application therefor not later than 10/01/84

through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender, not to exceed \$ N/A

SPECIAL CONDITIONS: SALE SUBJECT TO 1) GOVERNMENT ACCEPTANCE OF CONDITIONS, Covenants, AND RESTRICTIONS TO WHICH PROPERTY IS SUBJECT, AND 2) A WELL FLOUDED 100-ACRE MINIMUM OF 50-ACRE AT FIVE HUNDRED WITH FERTILITY, ACCESS TO

Parties acknowledge that property may be subject to City, County or State Smoke Detector requirements, and if new construction, IIC insulation disclosure requirements. THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. Unless otherwise herein provided, the property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and NONE OTHER

Seller shall furnish to purchaser a title insurance policy in the amount of the purchase price from a title insurance company showing good and marketable title. Prior to closing, if seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to seller, or, having remedies available to him, but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money herein received shall be the intention of the parties that purchaser may forfeit the earnest money and be free of any further obligations under this agreement.

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, irrigation, plumbing, venting, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, attached linoleum, attached television antennae, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased except: NO EXCEPTIONS

The following personal property in its present condition, unless otherwise stated herein, is included in the purchase price: ACCESSORIES FOR MIXER, SAUNA

The following fixtures are not owned by seller and are not being sold: electrical wiring, heating, cooling and plumbing systems will be in good working order and that the balance of the property including yard will be in substantially its present condition, at the time purchaser is entitled to possession; that he has no notice of any liens to be assessed against the property; that he has no notice from any governmental agency of any violation of law relating to the property; except: NO EXCEPTIONS

THE SALE WILL BE CLOSED IN ESCROW. Costs of escrow shall be borne by seller if purchaser is financing through Federal V.A., otherwise such costs shall be shared equally between seller and purchaser. If a contract sale, legal fees for contract preparation shall be paid by SELLER. Transfer tax, if any, shall be shared equally by purchaser and seller. Pro-rates for rents, current year's taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property shall be made as of (check one only) ☐ Date purchaser is entitled to possession; ☒ SEVEN days after delivery of above mentioned deed or contract; ☐ On 10/01/84

Seller to pay all utility bills accrued to date purchaser is entitled to possession and purchaser to pay seller for heating fuel then on premises, payment to be handled between purchaser and seller. That portion of any real property tax or assessment or interest thereon which is attributable to a period or periods on or before closing but the assessment of or due date for payment of which has been deferred, shall be paid by SELLER

TIME IS OF THE ESSENCE OF THIS AGREEMENT. Transaction to be closed on or before JULY 1, 1984 (Purchaser/Seller indicate which) as soon as practicable after the date of the above mentioned deed or contract, whichever first occurs; or ☐ Date

Seller to remove all personal property not sold to purchaser, and deliver possession to purchaser (check one only): ☒ SALE days after recording of above-mentioned deed or contract; ☐ Date

or contract and disbursement of funds to seller; ☐ On permit removal of all tenants, if any. Possession shall be deemed delivered when seller has vacated the property and delivered keys thereto to purchaser or the undersigned Realtor. Seller to keep the property insured (check one only): ☐ Until possession is delivered to purchaser or recording of above-mentioned deed or contract; ☐ Date

THE PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE CHECKED BELOW ARE INCLUDED IN THIS AGREEMENT:

☒ ADDITIONAL LAND SALES CONTRACT PROVISIONS ☐ FEDERAL VA APPRAISED VALUE CLAUSE

☒ CONDITION OF WELL CLAUSE ☐ CITY APPRAISED VALUE CLAUSE

This agreement is binding upon the heirs, personal representatives, successors and assigns of purchaser and seller. If after closing purchaser will owe a portion of the purchase price to seller, purchaser's rights under this agreement or in the property are not assignable without written consent of seller.

Seller and purchaser instruct the undersigned Realtor to handle the earnest money as follows: ☐ Retain in Realtor's client's trust account; ☐ Upon seller's acceptance of offer, deposit with N/A

REALTOR SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO THE EARNEST MONEY UPON DEPOSIT WITH THE ESCROW DESIGNATED ABOVE. Listing Broker Agreement (Initial)

The undersigned Realtor acknowledges receipt of earnest money (which Realtor agrees to handle as provided above) from purchaser in the sum of \$ 0 evidenced by 6

☐ cash, ☐ check

Branch Address: 511 CHATELAIN AVE ☐ promissory note payable on or before 10/01/84

Branch Phone: 722-0125 By WILLIAM M. KINLEY Realtor

Main Office Address: 511 CHATELAIN AVE Agent 76

PURCHASER (Print) JOHN M. KINLEY Filled in COPY HEREOF WHICH PURCHASER HAS FULLY READ AND UNDERSTANDS AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY SELLER OR ANY REAL ESTATE AGENT WHICH ARE NOT HEREIN EXPRESSED, DEED OR CONTRACT TO BE PREPARED IN THE NAME OF JOHN M. KINLEY

Address 1145 ANDERSON CREEK RD This offer shall automatically expire THIRTY days after time of purchaser's signature, if not accepted within that time.

Date JUNE 7, 1984 A.M. 6:00 P.M.

Phone: Res. 722-0125 Bus. Mr. 722-0125 Ms. 722-0125 Purchaser 76

☐ Seller hereby rejects the foregoing offer and ☐ Makes the attached counter offer. ☒ Seller hereby accepts the foregoing offer. SELLER AGREES TO PAY NOT MORE THAN \$ 0 FOR REPAIRS IF REQUIRED FOR FINANCING. Seller agrees to pay above.

It is a co-op transaction, the listing broker, the sum of \$ 0 at closing for services rendered in this transaction. Seller hereby grants such Realtor or listing broker to order title report and title insurance at Seller's expense and further authorizes them and agrees to pay out of the cash proceeds of sale the amount of the listing broker's recording fees, seller's closing costs and any encumbrances on the property payable by Seller on or before the date of closing. The proceeds of sale shall be distributed as follows after deduction of any title insurance and escrow cancellation charges: ☐ To Seller ☐ To Buyer

EXHIBIT "A"



OREGON ASSOCIATION OF REALTORS® - COUNTER OFFER TO EARNEST MONEY RECEIPT

I.D. No. 060984

IN reference to the foregoing and attached earnest money contract between Sally F. Kingsley and John M. AND
CORDINO AND LORETTA LONGIOTTI Buyer(s), and
for the real property known as 1645 ANDERSON CREEK Sellers(s), Dated 060784

which the buyer has offered to purchase in writing for a price of \$ 160,000.00 payable on the terms and conditions set forth in the Buyers said Written offer, and

Having considered the said offer, but not being satisfied therewith, the undersigned seller hereby makes the following counter offer and agrees to accept and consummate the sale of said property for the price and on the terms and conditions as follows:

- ① SELLERS TO RECEIVE \$16,000.00 IN CASH AT CLOSING
- ② ACCEPTANCE OF OFFER TO PURCHASE CONTINGENT ON: (A) SELLER'S (LONGIOTTI) REVIEW AND ACCEPTANCE OF CONTRACT AT SALE BEING OFFERED; (B) REVIEW OF RECORD AND HISTORY OF PAYMENT ON CONTRACT AT SALE; (C) PHYSICAL INSPECTION OF THE PROPERTY; (D) REVIEW OF AND ACCEPTANCE OF CREDIT REFERENCES OF PARTY PAYING ON CONTRACT AT SALE; (E) ABILITY TO ESTABLISH SUFFICIENT VALUE ON SUBJECT PROPERTY (160 acre ranch); (F) REVIEW OF AND APPROVAL OF ALL DOCUMENTS BY SELLER'S ATTORNEY AND ACCOUNTANT

Any part of Buyer's original written offer not hereinabove changed, is approved and accepted by the seller; unless the buyer accepts the counter offer in writing within 2 days from the date hereof, this counter offer shall be of no further force and effect.

Dated 6/9, 1984

Address 550 E. Valley View, Ashland, OR SELLER C. Longiotti

Phone 488-1216 SELLER John M. Kingsley

BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER Dated 6-11, 1984

I acknowledge receipt of seller's counter offer and hereby accept and agree to be bound by the same.

Address 700 Bulles Creek Rd. Ashland OR BUYER John M. Kingsley

Phone 482-4183 BUYER Sally F. Kingsley

SELLER'S CLOSING INSTRUCTIONS AND FEE AGREEMENT Dated _____, 19____

I agree to pay forthwith the Realtor® named on the above mentioned earnest money receipt a fee amounting to \$ _____ for services rendered in this transaction. I authorize said Realtor® to order title insurance at my expense and further authorize him to pay out of cash proceeds of sale the expenses of furnishing title insurance, and recording fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct Realtor® to place the earnest money deposit and additional earnest money described on the above mentioned earnest money receipt in the depository named on Lines 40, 41, and 42 of said earnest money receipt. I acknowledge receipt of a copy of the above mentioned earnest money receipt and this counter offer, bearing my signature and that of the purchaser named above, and of Realtor®. If co-op, transaction fee shall be divided: Listing Realtor® _____ % Selling Realtor® _____. In the event of a forfeiture of the earnest money and additional earnest money less deductions as provided for on the reverse side of the above mentioned earnest money receipt, the forfeited earnest money shall be disbursed: Seller _____ % Realtor® _____ % to the extent of Realtor®'s total fee with residue to seller.

Return TO _____ Realtor® _____ Seller _____
By _____ Seller _____

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 20th day of July A.D., 1984 at 11:27 o'clock A M, and duly recorded in Vol M84, of Deeds on page 12307.

Fee: \$ 20.00 & 1.00

EVELYN BIEHN, COUNTY CLERK
by Bernadette L. Letcher, Deputy