

ASSIGNMENT OF CONTRACT Made June 11, 1984, between WILLIAM DONALD WILLIAMSON and KIM DANIEL WILLIAMSON, Claiming Successors of the Small Estate of William W. Williamson, Deceased, Klamath County Circuit Court Proceeding No. 84-29 SE, Assignor, and WILLIAM DONALD WILLIAMSON and KIM DANIEL WILLIAMSON, as tenants in common and not with right of survivorship, Assignee;

W I T N E S S E T H:

For value received, Assignor assigns to Assignee all of William W. Williamson's right, title and interest in and to that certain contract of sale of real property, herein called "CONTRACT", dated August 31, 1976, wherein Cecil D. Elliott is Vendor and Joseph R. Saindon and Linda B. Saindon, husband and wife, as to an undivided one-half, and William W. Williamson, as to an undivided one-half, is Purchaser, evidenced by Memorandum of Contract dated August 31, 1976, recorded October 1, 1976, in Vol. M-76, page 15476, Records of Klamath County, Oregon (reference to said recorded Memorandum of Contract hereby being expressly made), affecting the following described real property situate in Klamath County, Oregon, to-wit:

In Township 36 South, Range 11 East of the Willamette Meridian:

Section 17: Government Lots 20, 21, 28 and 29

Section 18: Government Lots 17, 18, 23, 24, 25, 26 and 32

Section 20: Government Lot 4

EXCEPTING THEREFROM the East 1650 feet of the SW $\frac{1}{4}$ of Section 17 and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 20, Township 36 South, Range 11 East of the Willamette Meridian.

ALSO EXCEPTING THEREFROM any portion of the above described real property lying Southerly of the Sprague River Highway.

SUBJECT TO:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

2. The above described property is subject to all other existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States, with the rights of the United States to maintain, operate or improve the same so long as needed or used for or by the United States, as set forth in the following instruments:

Deed Volume 306 at page 151 over SW $\frac{1}{4}$ of Section 17, Township 36 South, Range 11 East of the Willamette Meridian.

Deed Volume 300 at page 351 over SE $\frac{1}{4}$ of Section 18, Township 36 South, Range 11, East of the Willamette Meridian.

3. Reservations of all subsurface rights except water and gravel in the SE $\frac{1}{4}$ of Section 18, Township 36 South, Range 11 East of the Willamette Meridian, as disclosed by instrument recorded in Deed Volume 300 at page 351.

Included in this Assignment is all of the right, title, and interest of William W. Williamson in and to the real property described herein, subject to the exceptions above set forth and the Vendor's lien created by the Contract.

Assignor expressly covenants with and warrants to Assignee that: Assignor is the owner of William W. Williamson's interest in the real property described herein and in the Contract by reason of Small Estate Proceedings in the Circuit Court of the State of Oregon for Klamath County Re Estate of William W. Williamson, Deceased, Proceeding No. 84-29 SE; the unpaid principal balance secured by the Contract is not more than \$9,752.23 with interest paid thereon to June 1, 1984; and Assignor has not made any assignment, pledge or hypothecation of William W. Williamson's interest in the real property described herein, or in the Contract, or of the Contract itself, other than evidenced by this Assignment

Assignee expressly covenants with and warrants to Assignor that: Assignee is fully aware of all of the terms, covenants, and provisions of the Contract; Assignee hereby expressly assumes and agrees 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

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Contract; and Assignee 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 Assignee to perform any of the terms, covenants, or provisions of the Contract, including reasonable attorney fees, both at trial or on appeal.

The provisions used in this Assignment shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural as the context requires.

WITNESS the hands of the parties hereto the day and year first above written.

ASSIGNOR

William Donald Williamson
William Donald Williamson

Kim Daniel Williamson
Kim Daniel Williamson

ASSIGNEE

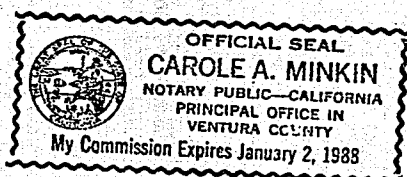
William Donald Williamson
William Donald Williamson

Kim Daniel Williamson
Kim Daniel Williamson

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On the 20th day of March, 1985, personally appeared the above named WILLIAM DONALD WILLIAMSON and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)



Before me:

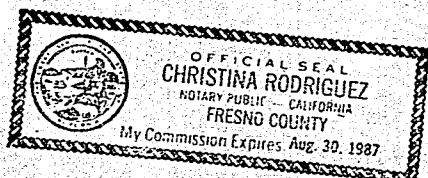
Carole A. Minkin
Notary Public

My Commission expires: Jan. 2, 1988

STATE OF CALIFORNIA)
COUNTY OF) ss.

On the 10th day of April, 1985, personally appeared the above named KIM DANIEL WILLIAMSON and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)



Before me:

Christina Rodriguez
Notary Public

My Commission expires: Aug 30, 1987

WHEN RECORDED MAIL TO:

Giacomini, Jones & Assoc
635 Main St
KFO 97601

MAIL TAX STATEMENTS TO:

(Don't use this space; reserved for recording label in counties where used.)

Fee: \$9.00

STATE OF OREGON

ss.

County of Klamath
I certify that the within instrument was received for record on the 18th day of April, 1985, at 3:20 o'clock P.M. and recorded in book N85 on page 5665 or as filing fee number 47929, Record of Deeds of said County.

Witness my hand and seal of County affixed.

EVELYN BIEHN

Klamath County Clerk Title

By Pat Smith Deputy