

1-1-74

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52428

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated,

has sold and assigned and hereby does grant, bargain, sell, assign and set over unto ERNEST R. SESSOM
and DORIS C. SESSOM, husband and wife

their ~~his~~ heirs, successors and assigns, all of the vendor's right, title and interest in and
to that certain contract for the sale of real estate dated September 30, 19 73, between DONALD

JAMES LEGGET and ELIDA LEGGET

as seller and

SHARLEEN A KIRKPATRICK

a copy of which is attached hereto
as buyer, ~~which contract is recorded in the Deed* Miscellaneous* Records of~~ County, Ore-
~~gon, in book~~ at page ~~or as file number~~ , reel number (indicate
~~which)~~ (reference to said recorded contract hereby being expressly made) together with all the right, title and interest
of the undersigned in and to all moneys due and to become due thereon; the undersigned hereby expressly covenants
and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate
described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than
\$ 4,487.22 with interest paid thereon to July 26, 19 85.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,800.00

① However, the actual consideration consists of or includes other property or value given or promised which is
part of the consideration (indicate which) ①
the whole

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to
mean and include the plural, the masculine shall include the feminine and the neuter and that generally all gram-
matical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more
individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a cor-
poration, it has caused its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order
of its board of directors.

DATED: July 29, 19 85.

Donald James Legget
Donald James Legget
Elida Legget
Elida Legget

(If executed by a corporation,
affix corporate seal.)

STATE OF OREGON,

} ss.

County of KlamathJuly 29, 19 85

Personally appeared the above named
Donald James Legget and Elida
Legget

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 11-2-86

STATE OF OREGON, County of _____) ss.

_____, 19 _____

Personally appeared _____ and

_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of _____

_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

*Strike whichever word not applicable. NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030. If the contract is not already of
record, it should be recorded, preferably in the Deed Records.

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

All

Wm. M. Ganong-Attorney
P. O. Box 57
Klamath Falls, OR 97601

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

No change

NAME, ADDRESS, ZIP

STATE OF OREGON,

} ss.

County of _____

I certify that the within instru-
ment was received for record on the
_____, day of _____, 19 _____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Recording Officer

By _____ Deputy

1985 AUG 23 AM 11:10
OK 13.00

THIS CONTRACT, Made this 30 day of September, 1973, between
DONALD JAMES LEGGET and ELIDA LEGGET
and SHARLEEN A. KIRKPATRICK, hereinafter called the seller,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

South 451.3 feet of Government Lot 6, and the North
208.6 feet of Government Lot 7, Section 7, Township
35 South, Range 7 East of the Willamette Meridian.

for the sum of Fourteen Thousand and no/100 Dollars (\$ 14,000.00)
(hereinafter called the purchase price) on account of which Four Thousand and no/100
Dollars (\$ 4,000.00) is paid on the execution hereof (the receipt of which is
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit: Commencing on the 26 day of Oct, 1973, the sum of
\$80.00 including interest at the rate of 7% per annum, with a like pay-
ment to be made on the 26 day of each month thereafter, until the full
sum, including both principal and interest, has been paid in full.
It is understood that Buyer shall have the right to prepay on the
principal at any time without penalty.
The operation of this contract is conditioned on approval by the
Klamath County Health Department for installation of septic tank; ALSO,
Sellers herein warrant that they will provide to Buyer a 60 foot access
easement across Government Lot #5.

The buyer warrants to and covenants with the seller that the real property described in this contract is
* (A) primarily for buyer's personal, family, household or agricultural purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 7%
per cent per annum from date hereof until paid, interest to be paid monthly and being included in
the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the
date of this contract.

The buyer shall be entitled to possession of said lands on date hereof 1973 and may retain such possession so long as
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will
insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount
not less than \$ insurable value

in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to
the seller for buyer's breach of contract.

The seller agrees that at his expense and within days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said
premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances
since said date, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal
liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of
said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,
all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the
possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be retained by said seller without any act
of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid
on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said
premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-
ceeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 14,000.00. However, the actual consid-
eration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (1)

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singu-
lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall
be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
by its officers duly authorized thereunto by order of its board of directors.

Donald James Legget BUYER
Elida Legget
Sharleen A. Kirkpatrick

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and
Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose,
use Stevens-Mess Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a
dwelling in which event use Stevens-Mess Form No. 1307 or similar.

NOTE: The sentence between the sym-
bols (), if not applicable, should be
deleted; see Oregon Revised Statutes,
Section 93.000. (Notarial acknowl-
edgment on reverse).

