

CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT

MADE AS OF THE LAST DATE set opposite the signatures of the parties hereto, between JERRY BRANDEJSKY, "First Party" and JAMES YOCKEY AND JOHN YOCKEY, CO-TRUSTEES OF THE YOCKEY FAMILY TRUST, and JAMES W. YOCKEY and JANET MARIE YOCKEY, husband and wife, "Second Party";

WITNESSETH:A. Recitals: The parties recite:

1. First Party is the Seller of The Property to Alfred Ernest Mays and Mary F. Mays, husband and wife, described in that certain unrecorded contract dated February 25, 1976, between Jerry Brandejsky and Mary M. Brandejsky, husband and wife, Sellers, and Alfred Ernest Mays and Mary F. Mays, husband and wife, Purchasers, as disclosed by Memorandum of Agreement recorded March 9, 1976, in Book M-76, Page 3358, Deed Records of Klamath County, Oregon (Brandejsky Contract). Mary Brandejsky is now deceased. The Brandejsky Contract was assigned by Alfred Ernest Mays and Mary F. Mays, husband and wife, to Harry Yockey and Martha P. Yockey, by Assignment of Contract dated August 9, 1977, recorded September 8, 1977, in Book M-77, Page 16717, of the Deed Records of Klamath County. The interest of Harry Yockey and Martha P. Yockey was assigned to Raymond D. Bixler and Donna R. Bixler, husband and wife, by an Assignment of Contract, dated August 15, 1980, recorded September 2, 1980, in Book M-80, Page 16554, of the Deed records of Klamath County, Oregon.

2. Raymond D. Bixler and Donna R. Bixler, husband and wife, desire to assign to John Yockey and James Yockey, Co-Trustees of the Harry Yockey Family Trust, all of their right, title, and interest in and to the Brandejsky Contract and The Property, in consideration for the cancellation of certain indebtedness due John Yockey and James Yockey, Co-Trustees of the Harry Yockey Family Trust, and the assumption, by John Yockey and James Yockey, Co-Trustees of the Harry Yockey Family Trust, of obligations due to First Party under the Brandejsky Contract by Raymond D. Bixler and Donna R. Bixler, husband and wife.

3. First Party is willing to consent to the assumption by John Yockey and James Yockey, Co-Trustees of the Harry Yockey Family Trust and/or James W. Yockey and Janet Marie Yockey, husband and wife, of the obligations of Raymond D. Bixler and Donna R. Bixler, husband and wife, to First Party under the Brandejsky Contract on the terms and conditions specified herein.

4. First Party acknowledges receipt of \$625.00 from James W. Yockey and Janet Marie Yockey, husband and wife, which First Party has applied to the balance of the Brandejsky Contract, as of June 1, 1986, as follows: \$241.43 accrued interest from December 6, 1985, to June 1, 1986 and \$383.57 Principal. The parties agree that the deferred balance of Principal remaining secured by the Brandejsky Contract is \$5,148.52.

B. Agreement: The parties agree:

1. First Party agrees that Second Party may assume the obligations due First Party under the Brandejsky Contract on the covenants, terms, and conditions, to be performed by Second Party set forth herein.

2. First Party agrees the Brandejsky Contract is current with interest paid to June 1, 1986, and the deferred balance of the Brandejsky Contract is \$5,148.52, payable in monthly installments of \$125.00, inclusive of interest, on seventh day of each and every month until the purchase price, including both principal and interest, shall be paid in full, commencing with June 7, 1986.

3. First Party and Second Party agree that the interest rate on the deferred balance secured by the Brandejsky Contract of \$5,148.52 is nine (9%) percent per annum on declining principal balances.

4. Second Party assumes and agrees to pay the deferred balance \$5,148.52 secured by the Brandejsky Contract in monthly installments of \$125.00, inclusive of interest, with the first such payment to be paid on the seventh day of June, 1986, and a like installment on the seventh day of each month thereafter, until the full sum of principal plus interest has been paid.

5. First Party and Second Party agree to execute amended escrow instructions to First Interstate Bank of Oregon, N.A., (formerly First National Bank of Oregon), pertaining to its collection escrow number F2222.

6. Each party agrees with the other to execute whatever further acts, transfers, conveyances, documents, or other instruments as either shall reasonably require for the other for better implementing the covenants, terms, and provisions of this Instrument.

7. In construing this Instrument the following provisions shall govern:

a. The Property referred to in this Assignment consists of the following described real property situate in Klamath County, Oregon, together with the tenements, hereditaments, easements privileges, appurtenances, thereunto belonging or in any wise appertaining, improvements thereon, the reversions, the remainders, rents, issues and profits thereof, to-wit:

The South 42 feet of Lot 16, Block 214
MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS,
in the County of Klamath, State of Oregon.

Subject to:

1. An assignment of contract from Alfred Ernest Mays and Mary F. Mays to Harry Yockey and Martha P. Yockey, dated August 9, 1977, recorded September 8, 1977, in Book M-77, page 16717 of the Deed Records of Klamath County.
2. An assignment of contract from Harry Yockey and Martha P. Yockey, to Raymond D. Bixler and Donna R. Bixler, husband and wife, dated August 15, 1980, recorded September 2, 1980, in Book M-80, page 16554 of the Deed Records of Klamath County, Oregon.
3. Conditions, restrictions as shown on the recorded plat of Mills Second Addition to the City of Klamath Falls, County of Klamath, State of Oregon.
4. The Trust Deed above described
5. The Brandejsky Contract Lien.
6. Real property taxes and assessments, together with interest thereon until paid, for the fiscal years of 1981-82, 1982-83, 1983-84, 1984-85, and 1985-86.
7. City lien of the City of Klamath Falls, improvement number 295, card number 467, dated September 6, 1984, in the amount of \$709.74.

(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.)

a. This instrument shall be construed as amendatory of the Brandejsky Contract and shall be construed with the Brandejsky Contract as though the provisions of this Instrument were originally contained in the Brandejsky Contract.

b. All agreements and covenants contained herein are severable, and in the event that any of them shall be to be invalid by any competent court, this Instrument shall be interpreted as though such invalid agreements or covenants were not contained in this Instrument.

c. Pronouns used in this Instrument shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural, as the context requires.

d. This Instrument shall be binding upon the parties, their heirs, executors, administrators, any successor to any corporate party or assigns.

e. First Party has been represented in the transaction embodied in this Instrument, by Michael Miller, Attorney at Law, 601 Main Street, Klamath Falls, Oregon. Second Party has been represented in the transaction embodied in this Instrument, by Robert F. L. Trotman of Giacomini, Jones & Trotman, Attorney at Laws, 635 Main Street, Klamath Falls, Oregon. Each party agrees that, to the extent that services performed by the one party's attorney may inure to the benefit of the other party and that no conflict of interest has existed.

IN WITNESS WHEREOF, First Party and Second Party have executed this Deed as of the dates set opposite the

signatures of the parties hereto.

10582

DATE

6-5-86

5-23-86

5/21/86

5/21/86

May 21, 1986

SIGNATURES

Jerry Brandejsky
Jerry Brandejsky, First Party

John Yockey, Co-Trustee
John Yockey, Co-Trustee of the Harry
Yockey Family Trust, Second Party

James Yockey
James Yockey, Co-Trustee of the Harry
Yockey Family Trust, Second Party

James Yockey
James Yockey, an individual, Second Party

Janet Marie Yockey
Janet Marie Yockey, an individual,
Second Party

STATE OF OREGON)
County of Klamath) ss.

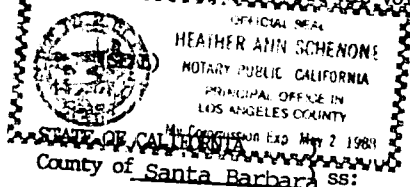
Personally appeared before me on the 5th day of June, 1986, the above named JERRY BRANEJSKY and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)

Michael C. Miller
NOTARY PUBLIC FOR OREGON
My Comm. Expires: 10-24-88

STATE OF CALIFORNIA)
County of Los Angeles) ss:

Personally appeared before me on the 23 day of May, 1986, the above named JOHN YOCKEY, being duly sworn, and did say that he is one of the Co-Trustees of the HARRY YOCKEY FAMILY TRUST, and he acknowledged the foregoing instrument to be his voluntary act and deed.

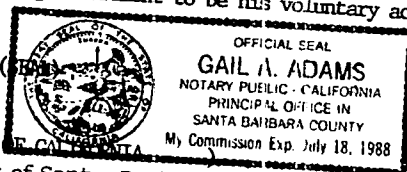


Heather Ann Schenone
NOTARY PUBLIC FOR CALIFORNIA
My Comm. Expires: 5-2-88

Personally appeared before me on the 21st day of May, 1986, the above named JAMES YOCKEY, being duly sworn, and did say that he is one of the Co-Trustees of the HARRY YOCKEY FAMILY TRUST, and he acknowledged the

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foregoing instrument to be his voluntary act and deed.

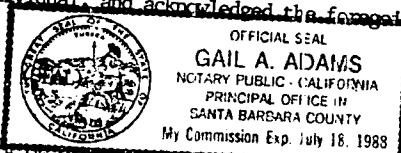


STATE OF CALIFORNIA
County of Santa Barbara ss.

Gail A. Adams
NOTARY PUBLIC FOR CALIFORNIA

My Comm. Expires: July 18, 1988

Personally appeared before me on the 21st day of May, 1986, the above named JAMES YOCKEY, an individual, and acknowledged the foregoing instrument to be his voluntary act and deed.

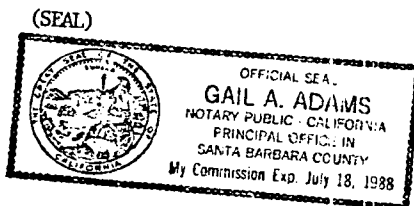


STATE OF CALIFORNIA
County of) ss.

Gail A. Adams
NOTARY PUBLIC FOR CALIFORNIA

My Comm. Expires: July 18, 1988

Personally appeared before me on the 21st day of May, 1986, the above named JANET M. YOCKEY, an individual, and acknowledged the foregoing instrument to be her voluntary act and deed.



Gail A. Adams
NOTARY PUBLIC FOR CALIFORNIA

My Comm. Expires: July 18, 1988

Att: *Liaconini, Jones & Assoc*
635 W. Main St
1970

CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of June A.D., 19 86 at 2:49 o'clock P M., and duly recorded in Vol. M86
of _____ Deeds on Page 10580

FEE \$17.00

Evelyn Biehn, County Clerk
By *Ron Smith*