

ASSIGNMENT OF VENDOR'S INTEREST IN LAND SALE CONTRACT

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DEC 11 11 37 AM '86
HARROLD M. MALLORY, personal representative of the estate of Christine W. Mallory, deceased (hereinafter the "Assignor"), does hereby grant, transfer, assign and set over to Harrold M. Mallory (hereinafter the "Assignee"), and the successors and assigns of the Assignee, all of the Assignor's rights, title and interest in and to that certain land sale contract between Christine W. Mallory, as seller, and Leroy C. Suess and Helen L. Suess, husband and wife, as buyers, which land sale contract was evidenced by a Memorandum of Contract dated April 24, 1979 which was recorded April 25, 1979 in Volume M79, Page 9405, of the Microfilm Records of Klamath County, Oregon, relating to the real property located in Klamath County, Oregon, which is described in Exhibit "A" attached hereto and by this reference incorporated herein as though fully set forth.

This assignment shall apply to all rights and benefits now accrued or hereafter accruing to the seller under the above-referenced land sale contract, including but not limited to the following: (i) the right to receive all payments with respect to the land sale contract, and (ii) the right and authority to give any receipts, acquittals or releases to which the buyers under the land sale contract may become entitled.

The Assignor and the Assignee acknowledge that the interests of Leroy C. Suess and Helen L. Suess as buyers under the above-referenced land sale contract were assigned to L.Q. Development, Oregon Limited, by instrument dated June 15, 1981 and recorded June 15, 1981 in Volume M81, Page 10713, of the Microfilm Records of Klamath County, Oregon.

This assignment is being made as a distribution from the estate of Christine W. Mallory, deceased, and the true consideration for this conveyance is \$0.00.

The Assignor covenants and warrants that the Assignor has good right to sell, transfer and assign all interests of the seller under the above-referenced land sale contract.

The Assignee hereby assumes and agrees to be bound by the terms and conditions of the above-referenced land sale contract, and further agrees to defend, indemnify and hold harmless the Assignor from any breach of that land sale contract by the Assignee.

If action is brought to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in that action, as set by the trial court and (if applicable) by the appellate courts.

DATED this 11th day of December, 1986.

ASSIGNOR:

Estate of Christine W. Mallory,
deceased

#1302
cash
Harrold M. Mallory
Harrold M. Mallory, personal
representative

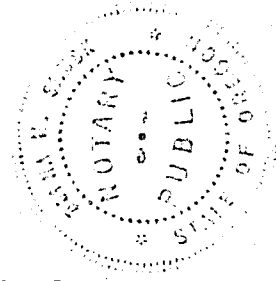
ASSIGNEE:

22876

Harrold M. Mallory
Harrold M. Mallory

STATE OF OREGON)
County of ~~Jackson~~) ss.
Klamath)

The foregoing instrument was acknowledged before me this 11th day of December, 1986 by Harrold M. Mallory, personal representative of the estate of Christine W. Mallory, as Assignee.

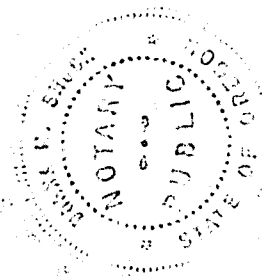


Harrold M. Mallory
Notary Public for Oregon
My Commission Expires: 1-24-90

STATE OF OREGON)
County of ~~Jackson~~) ss.
Klamath)

The foregoing instrument was acknowledged before me this 11th day of December, 1986 by Harrold M. Mallory, as Assignor.

Harrold M. Mallory
Notary Public for Oregon
My Commission Expires: 1-24-90



22877

Beginning at the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence North 0° 8 $\frac{1}{2}$ ' East 1030.0 feet to a point; thence North 89° 47 $\frac{1}{2}$ ' West 1338.75 feet to a point, thence North 0° 07' East 41.76 feet to a point; said point being the Southwest corner of that property deeded to Klamath County School District, in Deed Volume M67, page 4834; thence South 89° 31' 35" East 808.48 feet to a point, said point being the true point of beginning; thence North 04° 17' 45" West 607.16 feet to a point; thence North 40° 23' West 438.68 feet to a point; thence South 0° 07' East 229.45 feet, more or less, to the North boundary of Hilyard Avenue; thence West following said North boundary of Hilyard Avenue a distance of 300.00 feet, more or less, to the East line of the right of way line of the High Line Ditch of the Enterprise Irrigation District; thence Northerly along the said East ditch line to its intersection with the East line of a tract conveyed to Melvin L. Hayes and wife, by deed recorded August 27, 1952 in Book 256, page 400; thence North 0° 27' West 165 feet to the Northeast corner thereof; thence South 89° 43' West 200 feet; thence South 0° 27' East 42.9 feet to the North line of said High Line Ditch; thence Westerly along said North line to a point that is 484.37 feet West of the East line of Lot 7 in Section 6, Township 39 South, Range 10 East of the Willamette Meridian, thence North parallel to the East line of said Lot 7 to the North line thereof; thence North 89° 55' East 514.8 feet, more or less, to the Southeast corner of Skyline View Subdivision; thence North 32° 59' West along the Northeast boundary of said subdivision, a distance of 632.3 feet to an iron pipe in the center line of Cannon Avenue; thence South 60° 34 $\frac{1}{2}$ ' East 1080.1 feet, more or less to a point on the South line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, which said point bears North 89° 59' East a distance of 731.0 feet from the Southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence continuing South 60° 34 $\frac{1}{2}$ ' East 842.2 feet to a point on the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6; thence continuing South along said East line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6 and the East line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7 to a point that is South 89° 31' 15" East of the true point of beginning; thence North 89° 31' 15" West to the true point of beginning.

EXCEPT a parcel of land situate in the SW $\frac{1}{4}$ of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence South 89° 59' East along the South line of said Section 6, 1278.37 feet to the Southeast corner, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6; thence North 00° 07' 00" East, 259.45 feet to a 5/8" iron pin; thence North 49° 37' 00" East 627.09 feet to a 5/8" iron pin; thence North 58° 09' 25" East, 171.49 feet to a 1/2" iron marking the point of beginning for this description; thence North 28° 30' East, 110.00 feet to a 1/2" iron pin; thence North 61° 30' West 80.00 feet to a 1/2" iron pin; thence South 28° 30' West, 110.00 feet to a 1/2" iron pin; thence South 61° 30' East, 80.00 feet to the point of beginning.

RET:

Harold M. Merrill
4480 South 6th
Klamath Falls 97603

EXHIBIT "A"
 Page 1 of 1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of
 of December

A.D., 19 86 at 3:16 o'clock P M., and duly recorded in Vol. M86 day
 of Deeds on Page 22875

FEE \$13.00

Evelyn Biehn,
 By Sam Smith

County Clerk