

74678

KCIC-39370

Vol 117 Page 8487

ASSIGNMENT OF CONTRACT -- PURCHASER'S INTEREST

For value received, WARREN S. MURE and DAVID CHAN, P.L.L. (Assignor), do hereby assign to GARY B. WILLIAMS (Assignee), all of Assignor's right, title and interest in and to that certain Contract of Sale (Contract), dated April 14, 1987, wherein Assignor is Purchaser and G. Martin Kerns and Shirley E. Kerns, 1987, wherein Assignor is effecting the real and personal property (Property) situated in Clatsop County, Oregon, which is recorded in Vol. K-88, Page 2054. Records of Clatsop County, Oregon, and perfected by a 100% financing statement recorded in Vol. K-87, Page 2411. Records of Clatsop County, Oregon. (Reference to the recorded instrument is hereby expressly made for a description of the Property and the covenants, terms, conditions, and provisions of the Contract which recorded instruments are, by this reference, expressly and fully incorporated herein as if they had been fully set forth in full.

Assignor also bargains, sells, grants and conveys to Assignee all of Assignor's right, title or interest in the above-described Property subject to all liens of lender created by the Contract and ancillary instruments.

Assignor expressly covenants and warrants to Assignee that: Assignor has not made any assignment, pledge, or hypothecation of the Contract, or the above-described Property, or any part thereof, or the Contract itself, under what evidences by this instrument. The Contract has not been modified or extended; there is now due and owing upon the Contract the principal sum of \$55,121.52, plus interest from the date specified in the Contract; and Assignor is not in default under any of the terms of the Contract.

Assignee expressly covenants with and warrants to Assignor that: Assignee is fully aware of all of the terms, covenants, conditions, and provisions of the Contract; Assignee hereby expressly assumes and agrees to fully perform all of the terms, covenants, conditions, and provisions of the Contract, including, but not limited to, the payment of all sums due, or to become due, under the terms of the Contract; Assignee shall hold and save Assignor harmless from any of the terms, covenants, conditions, and provisions of the 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, conditions, or provisions of the Contract, including reasonable attorney fees, both at trial or on appeal.

In executing this Assignment, and where the context so requires, pronouns shall be in accordance with the appropriate gender or number, and as either singular or plural.

This Assignment shall bind, and inure to the benefit of the Assignor's heirs, successors and assigns.

SUBJECT on the date set, execute the signatures of the parties.

DATE

5-14-87

5-14-87

5-14-87

SIGNATURES

Warren S. Mure
WARREN S. MURE
David Chan
DAVID CHAN, P.L.L.
Gary B. Williams
GARY B. WILLIAMS

SPURGE'S JOINER

1. 8468

For value received, I, JOHN L. WILLIAMS, spouse of Assignee, join in the covenants of Assignee to Assignor contained in the immediately preceding Assignment including, without limiting the generality of the foregoing, covenants of all of the covenants, conditions, and provisions of the Contract described in the preceding Assignment.

DATE

5-14-87

SIGNATURE

John L. Williams
JOHN L. WILLIAMS

WIFE'S CONSENT

For value received, I, BARBARA KERNS and STEPHEN E. KERNS, husband and wife, Joiner under the Contract described in the preceding Assignment of Contract, hereby consent to the foregoing Assignment.

~~THE FOREGOING ASSIGNMENT OF CONTRACT IS NOT VALID UNLESS IT IS SIGNED BY BOTH PARTIES TO THE CONTRACT AND BY BOTH PARTIES TO THE ASSIGNMENT.~~

SIGNED on the date set opposite the signatures below.

DATE

5-15-87

SIGNATURE

Barbara Kerns
BARBARA KERNS

5-15-87

STATE OF CALIFORNIA

COUNTY OF EL DORADO

ON MAY 14, 1987

before me, the undersigned, a County Clerk in and for said State,

personally appeared STEPHEN E. KERNS

known to me to be the person whose name is subscribed to the within instrument, as the

Assignor, to him of BARBARA E. KERNS

and acknowledged to me that she subscribed the same

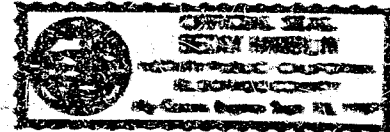
as BARBARA E. KERNS therein as granted

and she was acting as Attorney in fact

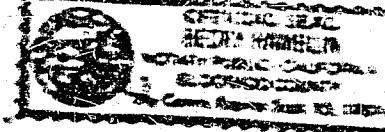
Witness my hand and official seal

Signature Becky Graham

Notary Public in and for the State of California



Personally appeared before me the above-named DAVID CHAN, P.M. and acknowledged the foregoing instrument to be his voluntary act and deed.

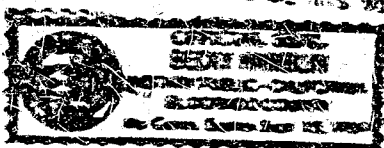


Becky Graham
BECKY GRAHAM
By Commission Expires

STATE OF California - County of El Dorado ss:

8469

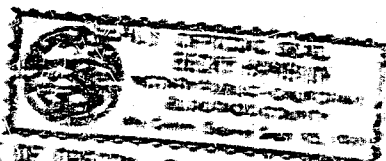
Personally appeared before me the above-named JAMES E. WILLIAMS and acknowledged the foregoing instrument to be his voluntary act and deed.



Becky L. Williams
My Commission Expires: _____

STATE OF California - County of El Dorado ss:

Personally appeared before me the above-named JAMES E. WILLIAMS and acknowledged the foregoing instrument to be his voluntary act and deed.



Becky L. Williams
My Commission Expires: _____

STATE OF OREGON, County of Clatsop ss:

Personally appeared before me the above-named JAMES E. WILLIAMS and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)

May 9 1929
James E. Williams
My Commission Expires: 4-21-29

WHEN RECORDED MAIL TO:

CLAYTON COUNTY WATER CO.
P.O. BOX 151
CLAYTON FALLS, OREGON 97101

STATE OF OREGON

County of Clatsop ss:

I certify that the within instrument was received for record on the 21st day of May 1929. It was recorded in Book 2 Page 270 of the 1929 or as shown by number 1929.

Record of Books of said County. Witness my hand and seal of said County.

James E. Williams

Notary Public - Oregon

ss: James E. Williams Deputy

Filed: May 14

MAIL TAX STATEMENTS TO:

JAMES E. WILLIAMS
4400 Buell Ranch Rd
Highway 95682

RECORDING OF CONTRACT
Page - 2 -