

Until a change is requested, all
tax statements are to be sent to:

Carolle B. Williams
2036 Abilene
Klamath Falls, OR 97601

ASSIGNMENT AND CONVEYANCE BY OWNER
OF VENDEE'S INTEREST IN LAND SALE CONTRACT

DATE: July 1, 1987

PARTIES: SVEND A. NILSSON and
JUDITH NILSSON, husband and wife,

ASSIGNORS

CAROLLE B. WILLIAMS

ASSIGNEE

RECITALS:

A. Assignors are the owners of the Vendee's interest in a Land Sale Contract dated April 11, 1983, between Certified Mortgage Company, an Oregon corporation, as Seller, and Svend A. Nilsson and Judith Nilsson, husband and wife, as Purchasers, which was recorded on April 21, 1983 in Volume M-83 at page 6167, Official Records of Klamath County, Oregon (the Contract). The property which is the subject of the Contract is described as follows (the Property):

Lot 12 in Block 3 of Riverview Second Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

B. The Seller's interest in the Contract was assigned and deeded by a Vendor-Seller's Assignment of Contract and Deed to Aleta Wainright and Evelyn Lindsay, dated December 14, 1983 and recorded on December 30, 1983 in Volume M-83 at page 22273, Official Records of Klamath County, Oregon, as security for a Promissory Note. The interest of Aleta Wainright was conveyed to Trendwest Development Company by Assignment of Contract and Deed dated June 12, 1986 and recorded on June 13, 1986 in Volume M-86 at page 10332, Official Records of Klamath County, Oregon. The interest of Evelyn Lindsay was conveyed to Trendwest Development Company by Assignment of Contract and Deed dated June 12, 1986 and recorded on June 13, 1986 in Volume M-86 at page 10862,

1. ASSIGNMENT AND CONVEYANCE

Official Records of Klamath County, Oregon. The interest of Certified Mortgage Company, an Oregon corporation, was conveyed to Trendwest Development Company by Assignment of Contract and Deed dated January 15, 1986 and recorded on the ____ day of February, 1986 in Volume M-86 at page 2285, Official Records of Klamath County, Oregon.

C. Assignors desire to assign and convey their Vendee's interest in the Contract and the Property to Assignee and Assignee desires to acquire such interest on the terms and conditions set forth below.

AGREEMENT:

1. Assignment and Conveyance. Assignors hereby assign their interest in the Contract and convey their interest in the Property to Assignee.

2. Covenants. Assignors covenant as follows:

2.1 They are the owners of the Vendee's interest in the Contract;

2.2 They are not in default under the terms of the Contract;

2.3 The Vendee's interest in the Contract is free of all liens and encumbrances, except taxes for 1985-86 and 1986-87, which the Assignee herein expressly assumes and agrees to pay; and

2.4 The unpaid balance of the purchase price due under the Contract is \$15,002.80, with interest computed to May 31, 1987.

3. Assignees' Assumption. Assignee hereby assumes the obligations of the Vendees under the contract and agrees to defend, indemnify and hold Assignors harmless therefrom.

4. Consideration. The consideration paid for this assignment is the assumption of the unpaid balance and the past due taxes by the Assignee.

5. Attorney Fees. In the event action is instituted to enforce any term of this Assignment and Conveyance, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

6. Consent. This Assignment is conditioned upon the written consent of Trendwest, Inc., formerly Trendwest Development Company, which is attached hereto.

7. Zoning Provision. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved use.

ASSIGNORS:

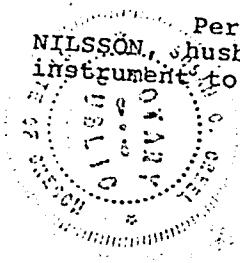
Svend A. Nilsson
Svend A. Nilsson
Judith Nilsson
Judith Nilsson

ASSIGNEE:

Carolle B. Williams
Carolle B. Williams

STATE OF OREGON)
County of Klamath) ss. July 20, 1987

Personally appeared the SVEND A. NILSSON and JUDITH NILSSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Susan C. Reed
Notary Public for Oregon
My Commission expires: 6-21-88

STATE OF OREGON)
County of Klamath) ss. July 21, 1987

Personally appeared the CAROLLE B. WILLIAMS and acknowledged the foregoing instrument to be her voluntary act. Before me:



Susan C. Reed
Notary Public for Oregon
My Commission expires: 6-21-88

3. ASSIGNMENT AND CONVEYANCE

CONSENT

13124

Trendwest, inc., formerly Trendwest Development Company, an Oregon corporation ("Trendwest"), hereby consents to the above assignment of the Vendee's interest in the Contract under the following terms and conditions:

1. The Assignors shall be fully released or discharged by Trendwest from any further obligations or liabilities under the Contract.
2. Trendwest will loan the Assignee the sum of \$1,000.00 to be secured by the Contract described in Recital A above. Said loan shall carry interest at 10.5% per annum from July 1, 1987 until paid in full. The monthly payments called for in the Contract shall not be increased and shall be first applied to the \$1,000.00 loan described herein and thereafter to the principal and interest due upon the contract, which interest is now past due, until the entire sum of principal and interest is paid in full.
3. Trendwest agrees, after prior written approval by it of the plan and bids, to reimburse Assignee one-half of the cost of the repair or replacement of the septic system after completion of the same.
4. Assignee agrees to have all taxes, including past due taxes, paid in full and current on or before July 1, 1989.
5. Assignee agrees to be bound to Trendwest, or its successors in interest, upon the terms and conditions of the Contract and the terms and provisions set forth in this Consent.
6. The contract and rights granted to the Assignee under the terms of this Consent may not be assigned without the written consent of Trendwest.

DATED this 16 day of July, 1987.

After recording return to:

Trendwest, Inc.
803 Main
Klamath Falls, Or. 97601

TRENDWEST, inc. an Oregon Corporation,

By: P. R. Kurt

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 23rd day of July A.D. 19 87 at 11:17 o'clock A M., and duly recorded in Vol. M87 of Deeds on Page 13121.
FEE \$17.00
By Evelyn Biehn, County Clerk
[Signature]

4. ASSIGNMENT AND CONVEYANCE
87-07-02b (MP14)