

1-1-74

78110

## ASSIGNMENT OF CONTRACT

Vol. 1487 Page 14609

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto RICHARD R. KOPCZAK

his heirs, successors and assigns all of the vendor's right, title and interest in and to that certain attached, unrecorded contract dated September 11, 1976, between D.D.L. SPORTS, INC. as seller, and LARRY J. BROWN and TREVA B. BROWN as buyer, for the sale and purchase of the following described real estate in Klamath County, Oregon:

The S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 35, Township 34 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

ORIGINAL CONTRACT OF SALE ATTACHED HERETO AS EXHIBIT "A"

together with all the right, title and interest of the undersigned in and to all moneys due and to become due on said contract; 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 \$1,672.54 with interest paid thereon to 6/15/87, 1987.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.to clear title. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>⓪</sup>

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 grammatical 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 corporation, 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 1, 1987.

D.D.L. SPORTS, INC.

BY: Richard R. Kopczak

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

STATE OF OREGON,

County of \_\_\_\_\_

} ss.

Personally appeared the above named \_\_\_\_\_

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

STATE OF OREGON, County of Klamath ) ss.

July Aug 13, 1987

Personally appeared Richard R. Kopczak, who, being duly sworn, each for himself and not one for the other, did say that the former is the the president and that the latter is the D.D.L. SPORTS, INC.

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 behalf 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: 7-23-89

2172  
OFFICIAL  
SEAL

\*Strike whichever word not applicable. NOTE—The sentence between the symbols ⓪, 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.

D.D.L. Sports, Inc.

GRANTOR'S NAME AND ADDRESS

Richard R. Kopczak

GRANTEE'S NAME AND ADDRESS

After recording return to:

Richard R. Kopczak

Aspen Title

NAME, ADDRESS, ZIP

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

Aspen Title, Inc.

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

} ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/roll number \_\_\_\_\_.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By \_\_\_\_\_ Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

12 AUG 13 PM 4 21

SN

THIS CONTRACT, Made this 11th day of September, 1976, between  
D.D.1 SPORTS, INC.,  
1420 Gaylord Street, Long Beach, Ca. 90813, hereinafter called the seller,  
 and Larry J. Brown and Treva B. Brown  
3331 Almond Ave., Orange, Ca. 92669, hereinafter called the buyer,  
 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 de-  
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:  
 Township 34 south, Range 8 east. Willamette Meridian  
 Sec. 35: South  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  (20 acres).

This conveyance is made subject to reservations and  
 restrictions of record, easements and rights of way  
 of record and those apparent on the land and grantor  
 reserves an easement for joint user roadway and all  
 other roadway purposes over and across a 60 foot wide  
 strip of land laying west of, adjoining and parallel  
 to the easterly boundary.

for the sum of -----Ten thousand no/100----- Dollars (\$ 10,000.00),  
 (hereinafter called the purchase price), on account of which -----Five thousand no/100-----  
 Dollars (\$ 5,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the  
 seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 5,000.00) to the order  
 of the seller in monthly payments of not less than -----Fifty no/100-----  
 Dollars (\$ 50.00) each,

payable on the 15th day of each month hereafter beginning with the month of November, 1976,  
 and continuing until said purchase price is fully paid: 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 8 per cent per annum from  
October 15th, 1976 until paid, interest to be paid Monthly and \* being included in  
 the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-  
 rated between the parties hereto as of the date of this contract.

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,  
 (B) ~~for investment or business purposes~~

The buyer shall be entitled to possession of said lands on September 11, 1976, 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 \$ 0 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 60 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 placed, 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 revest in 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 at 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 \$ 10,000.00. (However, the actual consid-  
 eration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (C)

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 context so requires, the singu-  
 lar pronoun shall be taken to mean and include the plural, the masculine and 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.

Larry J. Brown  
Treva B. Brown

Richard R. Kufczak

\*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-Ness 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-Ness Form No. 1307 or similar.

NOTE: The sentence between the sym-  
 bols (C), if not applicable, should be  
 deleted; see Oregon Revised Statutes,  
 Section 93.030. (Notarial acknowledgment  
 mention on reverse).

[illegible]

## (FORM No. 706)

STEVENS-NESS LAW PUD. CO., PORTLAND, ORE.

**DECLASSIFIED**

Address

A NYD-

Address

10

12

### Addition

# NOTES ON CONTRIBUTORS

County of Klamath  
I certify that the within instrument was received for record on the 13th day of August, 1987, at 4:21 o'clock P. M., and recorded in book M87 on page 14609.  
Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

Fullerton  
Brieh...

Waltham County Clerk Title

Rv *John Smith*

	Duty.
\$13.00	
\$13.00	

13 00

**ASTER RECORDING RETURN TO**

10'000.00

STATE OF OREGON,

County of \_\_\_\_\_

19  
Personally appeared the above named

\_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be \_\_\_\_\_ voluntary act and deed

**Before, me**

(OFFICIAL  
SEAL)

**Notary Public for Oregon**

**My commission expires:**

CALIFORNIA


STATE OF OREGON County of LOS ANGELES

APR 29 1977

Personally appeared Larry R. Dahl and  
Richard R. Kopczak who, being duly sworn,  
each for himself and not one for the other, did say that the former is the

Vice - president and that the latter is the  
Treasurer of D.D.I Sports, Inc.

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 behalf 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 ~~Connecticut~~

**My commission expires**

Feb. 13, 1980

(OFFICIAL SEAL)