

ASSIGNMENT OF VENDOR'S INTEREST
IN LAND SALE CONTRACT

PAULINE FLOWERS (hereinafter the "Assignor"), also known as Pauline Flowers Poirier, the surviving spouse of Francis Marion Flowers, deceased, does hereby grant, transfer, assign and set over to Pauline Flowers and Francis J. Flowers, Trustees of the PAULINE FLOWERS TRUST, U.T.A.D. November 3, 1983 (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 dated November 1, 1977 between Francis M. Flowers and Pauline Flowers, husband and wife, as sellers, and Marvin J. Kliever and Marie J. Kliever, husband and wife, as buyers, relating to the following described real property located in Klamath County, Oregon:

The North 55 feet of Lot 13 in Block 9 of PLEASANT VIEW TRACTS, Klamath County, Oregon.

This assignment shall apply to all rights and benefits now accrued or hereafter accruing to the sellers under the above-referenced land sale contract dated November 1, 1977, including but not limited to the following: (i) the right to receive all payments with respect to the land sale contract, (ii) all rights which the Assignor may have in and to collection escrow Account No. IC847#E716 at First Interstate Bank, South Sixth Street Branch, Klamath Falls, Oregon, and (iii) the right and authority to give any receipts, acquittals or releases to which the buyers under the land sale contract may become entitled.

This assignment constitutes a transfer of assets by the Assignor to a revocable trust established by and for the benefit of the Assignor and the Assignor's beneficiaries, and the true and actual consideration for this assignment is \$0.00.

The Assignor covenants and warrants that she has good right to sell, transfer and assign all interests of the sellers under the above-referenced land sale contract dated November 1, 1977

The Assignee hereby assumes and agrees to be bound by the terms and conditions of the above-referenced land sale contract dated November 1, 1977, and further agrees to defend, indemnify and hold harmless the Assignor from any breach of that land sale contract by the Assignee.

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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 25 day of August, 1987.

ASSIGNOR:

Pauline Flowers
Pauline Flowers

ASSIGNEE: PAULINE FLOWERS TRUST

Pauline Flowers, Trustee
Pauline Flowers, Trustee

Ret. Stephen G. Jamieson, Esq
Box 4280
Medford, Or 97501

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

on this 2nd day of Sept. A.D., 19 87
at 1:56 o'clock P. M. and duly recorded
in Vol. M87 of Deeds Page 15933

Evelyn Biehn,
By Sam Smith County Clerk

Fee, \$9.00

Deputy.