

ASSIGNMENT OF CONTRACT AND DEED

CAROLYN H. OLIVA, fka LYN H. GELLES, Grantor, for value received hereby grants, bargains, sells and conveys unto to HARRY GELLES, Grantee, all of her right, title and interest in and to the following described real property, with tenements, hereditaments and appurtenances, to-wit:

All of Buck Island in Upper Klamath Lake in Klamath County, Oregon, and more particularly described as follows:

Lots 1 to 12 inclusive in Section 2, and Lots 2 and 3 in Section 3, all in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; and Lots 1 and 2 in Section 34, and Lots 1 and 2 in Section 35, all in Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon;

Subject, however, to the following: (1) Easement for flowage and seepage and for operation and maintenance of necessary irrigation structures and works and for lowering and/or raising the level of Klamath Lake as conveyed to the United States of America by instrument recorded February 19, 1920 in Volume 52, page 172, Deed Records of Klamath County, Oregon; (2) Recital in the deed recorded September 18, 1947 in Volume 211, page 365, Deed Records of Klamath County, Oregon, to wit: Excepting easements heretofore granted to the California Oregon Power Company.

and does hereby assign, transfer and set over to the Grantee all of Grantor's right title and interest in and to that certain real estate contract dated the 7th day of July, 1977, recorded July 7, 1977, in Volume m77 at page 11961 between Harry R. Waggoner and Norma E. Waggoner, husband and wife, and Joseph E. Green, as Seller, and Stig S. Larsson and Lis A. Larsson, husband and wife, as Purchaser, for the sale and purchase of the above described real estate that was subsequently assigned to Harry Gelles and Lyn H. Gelles, husband and wife, by Vendees Assignment dated July 17, 1978 and recorded July 28, 1978 in Volume m78 at page 16462, Microfilm Records of Klamath County, Oregon. The Grantee herein hereby assumes and agrees to fulfill the conditions of said real estate contract. The true consideration for this conveyance is pursuant to the terms of the Marital Settlement Agreement by and between Harry P. Gelles and Carolyn H. Gelles dated August 26, 1987, and the Judgment of Dissolution of the parties' marriage dated November 5, 1987, in the Superior Court of the State of California, County of Santa Barbara, Case No. SM 51847.

Date: 6/14/88

Carolyn H. Oliva fka Lyn H. Gelles
Carolyn H. Oliva,
fka Lyn H. Gelles

(SEE NOTARY SECTION NEXT PAGE)

STATE OF OHIO, County of Cuyahoga, ss.

Before me on this 14th day of June, 1988, personally appeared the above named CAROLYN H. OLIVA, fka LYN H. GELLES and acknowledged the foregoing instrument to be her voluntary act and deed.

Dare A. Raquet
Notary Public for Ohio

My commission expires: DARE A. RAQUET

Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires July 29, 1991

Grantee's Address: 401 Loma Media, Santa Barbara, CA 93103

After recording return to Harry P. Gelles, 401 Loma Media, Santa Barbara, CA 93103

Until a change is requested, all tax statements shall be sent to the following address: Harry P. Gelles 401 Loma Media, Santa Barbara, CA 93103

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Fee, Marking, et al _____ the _____ day
of June A.D., 19 88 at 12:29 o'clock P. M., and duly recorded in Vol. M88
of Deeds on Page 9895

FEE 13.00

Evelyn Biehn County Clerk

By Gauline M. Mendenhall

cb
13.00