

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

DATE: October 3, 1988

PARTIES: Donald Samuel Hanson and Barbara Jean Hanson,  
husband and wife  
Lance Caldwell

## ASSIGNORS

ASSIGNEE

R E C I T A L S:

A. Assignors are the owners of the Vendee's interest in an unrecorded land sale contract dated May 15, 1985, between Lucille E. Vieira, as Vendor (Seller) and Donald Samuel Hanson and Barbara Jean Hanson, husband and wife, as Buyer. The property which is the subject of the Contract is described as follows:

Beginning at the quarter-section corner between Sections 27 and 34 in Township 38 South, Range 11 1/2 East of the Willamette Meridian; thence South 1272 feet to the North line of the Dairy-Bonanza Highway right of way; thence, East 281.7 feet to the point for the place of beginning, thence, North 350 feet to a point, thence East 175 feet to a point; thence, South to the said right of way 350 feet, thence, West 175 feet along the said North line of said highway right of way to the place of beginning.

B. Gerald Arthur Vieira and Joseph Lee Vieira acquired the interest of Lucille E. Vieira with an order closing the small estate of Lucille E. Vieira dated October 26, 1987, Case No. 87-41 SE, records of Klamath County, Oregon.

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

A G R E E M E N T:

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; and
  - 2.4 The unpaid balance of the purchase price due under the Contract is \$ 18,482.19 with interest paid to September 23, 1988.
3. Assignee's Assumption. Assignee hereby assumes the obligations of the Vendee under the Contract and agrees to defend, indemnify and hold Assignors harmless therefrom.
4. Consideration. The consideration paid for this Assignment is the sum of \$1.00 receipt of which is acknowledged by Assignors.
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. Land Use. 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 uses.

7. This assignment is conditioned upon the written consent of the heirs of Lucille E. Vieira, Vendor (Seller) under the land sale contract. The heirs are Joseph L. Vieira and Gerald Vieira.

ASSIGNORS:

ASIGNEE:

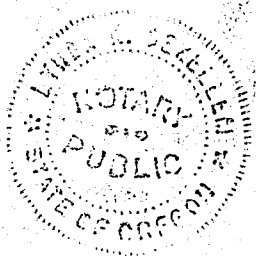
10/3/88 Donald S Hanson 10-3-88 Lance Caldwell  
Donald S. Hanson Lance Caldwell

10-3-88 Barbara J. Hanson  
Barbara J. Hanson

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared the above named Donald S. Hanson, Barbara J. Hanson and Lance Caldwell, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Rogeda L. Dugellon  
Notary Public for Oregon  
My Commission Expires: 9/12/89



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Melvin Ferguson  
of Nov. A.D., 19 88 at 11:46 o'clock A M., and duly recorded in Vol. M88  
of Deeds on Page 18842  
FEE \$13.00  
Evelyn Biehn County Clerk  
By Caroline Mullenbore

Return: Melvin Ferguson  
325 Main St.  
Klamath Falls, Or. 97601