

Recording Requested By:

MARIAN JACKSON

Vol. m89 Page 1317

96338

When recorded return to:

MARIAN JACKSON

P.O. Box 901

Redding, CA 96099

ASSIGNMENT OF INTEREST IN CONTRACT OF SALE

For value received, I hereby assign to MILDRED SORENSON any and all sums of money now due or to become due from and after June 15, 1988, to MARIAN JACKSON, from RICHARD R. BATSELL and KATHERINE A. BATSELL under a Contract of Sale dated June 12, 1986, and Memorandum of Contract, recorded June 13, 1986, a copy of each is attached hereto, and I authorize MILDRED SORENSON to take all steps necessary to collect such sums of money.

I hereby transfer and assign to MILDRED SORENSON, her heirs, executors, administrator, and assigns, all my right title, and interest in and to any and all sums of money now due or to become due to me under said contract of sale.

Executed this 19th day of October, 1988, at Redding, California.

*Marian Jackson*  
MARIAN JACKSON

ACKNOWLEDGEMENT OF ASSIGNMENT

As debtors of the attached assignment of Contract of Sale,

RICHARD R. BATSELL and KATHERINE A. BATSELL, do hereby  
STATE OF CALIFORNIA )  
COUNTY OF SHASTA ) ss.

On 19th day of OCTOBER, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIAN JACKSON

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS subscribed to the within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal.



*Linda Schuette*  
LINDA SCHUETTE, Notary Public  
My Commission Expires 8/9/89

89 JAN 23 AM 11 30

acknowledge the assignment of said contract of sale to  
MILDRED SORENSON.

DATED:

Richard R. Batsell  
RICHARD R. BATSELL

DATED:

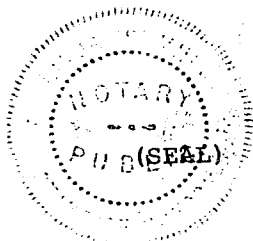
Katherine A. Batsell  
KATHERINE A. BATSELL

STATE OF OREGON )  
COUNTY OF KLAMATH) ss.

Before me this 26 day of October, 1988,  
personally appeared Richard R. Batsell & Katherine A. Batsell

and acknowledged the foregoing instrument to be his/her/their  
voluntary act and deed.

Ben A. Linn  
Notary Public for Oregon  
My Commission  
Expires: 7-22-89



K-38667

Until a change is requested, all tax statements shall be sent to the following address: 10403 Wildwood Lane, Klamath Falls, OR 97603

K-38667

**MEMORANDUM OF CONTRACT**

KNOW ALL MEN BY THESE PRESENTS, that on the 12th day of June, 1986, MARIAN JACKSON, who holds title as Marian Jeanes, appearing therein as Seller, entered into a contract to sell real property with RICHARD R. and KATHERINE A. BATSELL, husband and wife, appearing therein as Buyers, for the sale of the following described real estate situated in the County of Klamath, State of Oregon, to-wit:

Lot 9 Block 5 of Tract Number 1007 Winchester Addition, County of Klamath, State of Oregon.

That the Buyers in said contract agreed to pay Seller the sum of \$50,500.00 for said real property, and said sum is the true and actual consideration for said sale.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Seller:

Marian Jackson

STATE OF OREGON )

County of Klamath )

) ss.

Buyers:

Richard R. Batzell

Katherine A. Batzell

Before me this 12th day of June, 1986, personally appeared the above-named Seller, and acknowledged the foregoing instrument to be her voluntary act and deed.

Faye Moore  
Notary Public for Oregon  
My Commission Expires: 8/27/87

(S E A L)

STATE OF OREGON )

County of Klamath )

) ss.

Before me this 12th day of June, 1986, personally appeared the above-named Buyers and acknowledged the foregoing instrument to be their voluntary act and deed.

Faye Moore  
Notary Public for Oregon  
My Commission Expires: 8/27/87

(S E A L)

After Recording Return To:  
Klamath County Title Company

86 JUN 13 AM 8:30

CONTRACT TO SELL REAL PROPERTY

THIS CONTRACT, by and between MARIAN JACKSON, who holds title as Marian Jeanes, hereinafter called Seller, and RICHARD R. and KATHERINE A. BATSELL, husband and wife, hereinafter called Buyers,

W I T N E S S E T H:

In consideration of the agreements herein contained and the payments to be paid by Buyers to Seller, Seller hereby agrees to sell to Buyers and Buyers hereby agree to purchase from Seller the following described real property, situated in the County of Klamath, State of Oregon, to-wit:

Lot 9 Block 5 of Tract Number 1007 Winchester Addition,  
County of Klamath, State of Oregon.

4211 Myrtlewood, Drive, Klamath Falls, Oregon 97603

upon the following terms and conditions:

Purchase Price: Buyers shall pay as the purchase price of said property the sum of \$50,500.00 lawful money of the United States, a downpayment of \$5,000.00 will be made on closing, leaving a balance of \$45,500.00, which will be payable as follows: Buyers agree to pay the existing Oregon State Veterans Administration loan, balance of \$30,040.08, calculated as of May 21, 1986, according to the monthly payment schedule of said loan agreement, which requires payments of \$282.00 per month, which may be adjusted according to changes in interest rates. Buyers first monthly payment shall be due and payable July 1, 1986 and shall continue until said Veteran's Administration loan has been paid in full. Buyers shall pay to Seller the remaining balance of \$15,459.92, less the amount of any liens which exist on the property as of July 1, 1986 and any liens

incurred by Sellers thereafter on or before July 1, 1989. The deferred balance due Seller shall not accrue interest. In the event the Oregon Director of Veteran's Affairs calls the balance of the existing loan payable at any time prior to the end of the present ammortization schedule then and in such event buyers shall have 120 days to obtain alternate financing.

Possession: Buyers shall be entitled to possession of the premises on or before July 1, 1986, and may retain such possession so long as Buyers are not in default under the terms of this contract.

Premises: Buyers agree to 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 Buyers will keep said premises free from mechanics liens and all other liens and save the Seller harmless therefrom and reimburse Seller for all costs and attorneys fees incurred by Seller in defending against any such liens; that Buyers will pay all taxes hereafter levied against such property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof becomes past due. If the Buyers shall fail to pay any such liens, costs and water rents, taxes or charges, 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 of ten percent (10%) per annum without waiver, however, of any right arising to the Seller for Buyer's breach of contract.

Title Insurance: Seller agrees that at Seller's expense, Seller will furnish unto Buyers a title insurance policy insuring in an amount equal to said purchase price marketable title in and to said premises within thirty (30) days from the date of this contract.

Insurance: Buyers agree that Buyers will insure and keep insured all buildings and other improvements now or hereafter erected on said premises against loss or damage by fire, with extended coverage, in an amount equal to the insurable value of said premises in a company or companies satisfactory to the Seller with loss payable first to the Seller, then to the Buyers as their respective interests may appear. A copy of the policy shall be held by Sellers until such time as this contract has been paid in full.

Deed: Seller agrees that when said purchase price is fully paid, Seller will deliver a good and sufficient deed conveying said premises in fee simple unto the Buyers, Buyer's heirs and assigns, free and clear of encumbrances (except those noted in the description of the real property described above), and free and clear of all encumbrances since that date placed, permitted or arising by, through or under Seller excepting, however, all easements, restrictions, taxes, municipal liens, water rents and public charges as assumed by the Buyers and further excepting all liens and encumbrances created by the Buyers or Buyer's assigns.

Default: It is understood and agreed between the parties that time is of the essence of this contract and in case the Buyers fail to make the payments above required, or any of them, punctually within thirty (30) days of the time limited therefor, or Buyers fail to correct any other deficiency in performance within thirty (30) days from written notice from Seller specifying such deficiency, or

fail to keep any agreement herein contained, then Seller at Seller's option shall have the following rights:

A. To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or,

B. To foreclose this contract by suit in equity; and/or,

C. Specifically enforce the terms of this contract by suit in equity.

The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.

Waiver: Buyers agree that failure by the Sellers at any time to require performance by Buyers of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by the Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Attorneys Fees: In the event that suit or action be instituted by either party to enforce any rights under this contract, or for any matter in any way arising out of this contract, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover in addition to costs and disbursements, such further sums as to the court may be deemed reasonable as attorneys fees.

Assignment: Buyers shall not assign Buyer's interest in this agreement without the express written consent of Seller. Seller agrees that Seller will not unreasonably withhold such consent. Seller shall have the right to assign Seller's interest in this agreement subject to the rights of the Buyers.

Escrow: It is agreed that this contract, together with a good and sufficient warranty deed covering said premises from Seller to Buyers shall be placed in escrow with <sup>Klamath County</sup> Title Company, and that contemporaneously with the execution of this agreement, the parties hereto shall execute the necessary escrow instructions satisfactory to the escrow agents as required to accomplish the provisions herein set forth.

Successors and Assigns: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to and inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and so far as this contract is assignable by the terms hereof, to the assigns of such parties.

Severability: Should any part, term or provision of this contract be by the courts decided to be illegal, unconstitutional or in conflict with any law of the State of Oregon, the validity of the remaining portions or provisions of this contract shall not be affected thereby.

Representation of Attorney: The parties hereto acknowledge that this contract was prepared by Michael L. Brant, Attorney at Law, 325 Main Street, Klamath Falls, Oregon 97601, solely on behalf of the Buyers and that said attorney in no way represents Seller.

Recording: Seller agrees at the request of Buyers to execute a Memorandum of Contract, which Buyers may use for recording in lieu of this contract.

Notices and Addresses: Notices to the parties shall be given at the following addresses, to Seller at 1829 Cirrus St. Redding, CA 96002, and to Buyers at 10403 Wildwood Lane Klamath Falls, OR 97603 (Subject to change by written notice).

Paragraph Headings: Paragraph headings in this contract are inserted for convenience only and are not to be construed as restricting the meaning of the paragraphs to which they refer.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 12th day of June, 1986.

SELLER

Marian Jackson

BUYER

Richard R. Batzell  
Katherine A. Batzell

STATE OF OREGON )  
County of Klamath ) ss.

Before me this 12th day of June, 1986, personally appeared the above-named MARIAN JACKSON, Seller and acknowledged the foregoing instrument to be her voluntary act and deed.

(S E A L)

Laythe Moore  
Notary Public for Oregon  
My Commission Expires: 8/27/87

STATE OF OREGON )  
County of Klamath ) ss.

Before me this 12th day of June, 1986, personally appeared the above-named RICHARD R. and KATHERINE A. BATSELL, Buyers and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Laythe Moore  
Notary Public for Oregon  
My Commission Expires: 8/27/87

CONTRACT TO SELL REAL PROPERTY - Page 6

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Marian Jackson the 23rd day of Jan. A.D., 19 89 at 11:30 o'clock AM., and duly recorded in Vol. M89 of Deeds on Page 1317.

FEE \$48.00

Evelyn Biehn, County Clerk  
By Pauline Mullicandare