

ASSIGNMENT OF VENDEE'S INTEREST IN CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That RALPH E. WEEKLY, (hereinafter called "Assignor") for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto RALPH E. WEEKLY and WESLEY A. TIDWELL, not as tenants in common, but with the right of survivorship, (hereinafter called "Assignee") their heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated February 12, 1988, between THOMAS R. HAMILTON and MICHAEL G. REEDER as seller, and RALPH E. WEEKLY as purchaser, which contract is recorded in the Deed Records of Klamath County, Oregon in book M88 At page 2283, Assignor hereby expressly covenants and warrants to the Assignee above named that the Assignor is the owner of the vendee's interest in the real estate described in said contract of sale, that the Assignor is not in default under the terms of the contract of sale, and that the unpaid balance of the purchase price thereof is \$16,343.18, with interest paid thereon to November 20, 1989.

The Assignee hereby assumes the obligations of the vendee under the contract of sale and agrees to defend, indemnify and hold Assignor harmless therefrom.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00.

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 the event action is instituted to enforce any term of this Assignment, 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.

This Assignment is conditioned upon the written consent of the seller of the above said contract of sale.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands.

Dated this 30th day of November, 1989.

Ralph E. Weekly
RALPH E. WEEKLY, Assignor

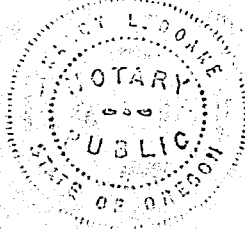
Ralph E. Weekly
RALPH E. WEEKLY, Assignee

Wesley A. Tidwell
WESLEY A. TIDWELL, Assignee

STATE OF OREGON)
County of Klamath) ss.

525-429035

On this 5 day of December, 1989, personally appeared before me the above named Ralph E. Weekly as Assignor, and acknowledged the foregoing instrument to be his voluntary act and deed.



Mary L. Boone
Notary Public for Oregon
My Commission expires: 11-1-91

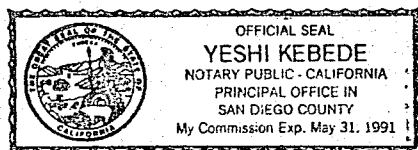
STATE OF OREGON)
) ss.
 County of Klamath)

On this 5 day of December, 1989, personally appeared before me the above named Ralph E. Weekly as Assignee, and acknowledged the foregoing instrument to be his voluntary act and deed.

Nancy L. Deane
 Notary Public for Oregon
 My Commission expires: 11-1-91

STATE OF CALIFORNIA)
) ss.
 County of San Diego)

On this 18th day of December, 1989, personally appeared before me the above named Wesley A. Tidwell and acknowledged the foregoing instrument to be his voluntary act and deed.



Yeshi Kebede
 Notary Public for California
 My Commission expires: 5-31-1991

CONSENT

The sellers under the above contract of sale hereby consent to the above assignment of the vendee's interest in the contract of sale. However, this consent shall not be construed as a release of the Assignor's liability under the contract.

Thomas R. Hamilton
 THOMAS R. HAMILTON

Michael G. Reeder
 MICHAEL G. REEDER

After recording return to:

Mountain Title Company
 222 South Sixth Street
 Klamath Falls, OR 97601

STATE OF OREGON, ss.
 County of Klamath

Filed for record at request of:

Mountain Title Co.
 on this 12th day of Jan. A.D., 19 90
 at 4:30 o'clock P M. and duly recorded
 in Vol. M90 of Deeds Page 944.
 Evelyn Biehn County Clerk
 By Danette Mullins Deputy.

Fee, \$33.00

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