

19339

Vol. 90 Page 17063

m9C 124045
ASSIGNMENT OF LEASE

THIS ASSIGNMENT made this 13th day of August, 1990, by and between CLARENCE E. GRIM and CARLENE M. GRIM, husband and wife, hereinafter called "ASSIGNOR", and HERBERT F. GABRIEL and BETTY H. GABRIEL, husband and wife, herein-after called "ASSIGNEE":

RECITALS

1. Assignor is the Lessor (By Assignment from S.T.H. Inc., an Oregon Corporation, on 15 September 1988) of a lease between S.T.H. Inc. and BLT Enterprises, Inc., an Oregon Corporation, as Lessee;

2. The Lessee's interest in said lease was assigned to Walt Stallcup Enterprises, Inc., an Idaho Corporation qualified to do business in the State of Oregon, by an assignment recorded February 18, 1986, in M-36 on Page 2938 in the official records of Klamath County, Oregon;

3. The Leases premises are located on the real property being purchased by Assignee from Assignor pursuant to a sale escrow contract between Assignor and Assignee executed contemporaneously with this assignment, and as described in Exhibit A, attached;

4. Assignee has received a copy of and reviewed the above referenced lease and assignments and is aware of and accepts all terms and conditions of said lease and agrees to acquire Assignor's interest in said lease and is willing to assume all of the obligations of Assignor thereunder, but only to the extent such arise from events occurring after Assignee's acquisition of the real property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's interest in said lease;

2. Assignor warrants that said lease is in good standing according to its terms and has not been amended or modified except in writing and copies of which have been delivered to Assignee;

3. Assignee shall indemnify Assignor and hold it harmless from all claims, losses or liability arising out of said lease as and from the date of this assignment;

4. Assignee accepts the assignment herein according to all its terms, and assumes responsibility and all obligations under said lease but only as to such responsibility and obligations as arise after assignee's acquisition of the real property;

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5. In the event Assignor or Assignee shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, including any suit for rescission, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, surveyor's reports and records, and attorney fees, including the taking and transcribing of depositions, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action, including the giving by Assignors to Assignees of any notice necessitated by Assignee's failure to comply with any terms of this contract;

6. Any notice, whether required or not to be given under this agreement, shall be deemed given when actually delivered or when mailed to either party at their respective addresses given below if deposited in the U.S. Mails, Certified Mail, Return Receipt Requested;

Assignor: 25 Coveview Drive
Rancho Palos Verdes, Ca. 90274

Assignee: 1023 Leonard Street
Oceanside, Ca. 92054

7. This document is the complete agreement of the parties and no modification may be made to this agreement unless same is in writing and signed by the parties hereto.

IN WITNESS THEREOF, the parties hereunto have executed this agreement the day and year first above written.

ASSIGNOR {

Clarence E. Grim
Clarence E. Grim

Carlene M. Grim
Carlene M. Grim

ASSIGNEE {

Herbert F. Gabriel
Herbert F. Gabriel

Betty H. Gabriel
Betty H. Gabriel

MTC NO: 24045

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 2, 3, 4, 5, 17 and 18, of the Re-Subdivision of Lot 803, ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING those portions deeded to State of Oregon by and through its State Highway Commission by deed recorded September 18, 1943 in Volume 158 on page 407, by deed recorded May 1, 1942 in Deed Volume 147 on page 104 and by deed recorded December 24, 1943 in Deed Volume 161 on page 42, Deed Records of Klamath County, Oregon.

Tax Account No: 3909 004AA 04200

3909 004AA 04400

Through the courtesy of -
Fidelity National Title
INSURANCE COMPANY



PT-20

Individual Acknowledgment

STATE OF CALIFORNIA

COUNTY OF San Diego } ss.On this 13th day of August, in the year 1990, before me, the undersigned, a Notary Public in

and for said County and State, personally appeared *****

*Herbert F. Gabriel and Betty H. Gabriel*****

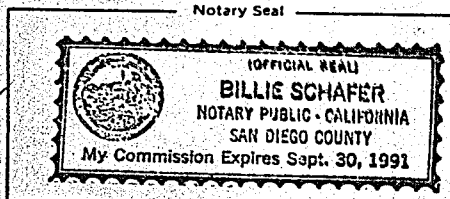
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person

whose name S***** subscribed to this instrument and acknowledged that *they* executed it.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State

Notary Seal



Through the courtesy of -
Fidelity National Title
INSURANCE COMPANY



Individual Acknowledgment

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.On this 20th day of August, in the year 1990, before me, the undersigned, a Notary Public in

and for said County and State, personally appeared

CLARENCE E GRIM & CARLENE M. GRIM

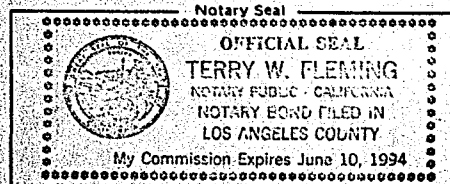
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons

whose names ARE subscribed to this instrument and acknowledged that THEY executed it.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State

Notary Seal



*Return: Spring Mountain Escrow
Carlebe B. Brown
785 Grand Ave.
10/1/Box 1151
Carlebe B. Brown
92008 Calif
117208*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain title Co. the 24th day
of Aug. A.D., 19 90 at 12:33 o'clock P M., and duly recorded in Vol. M90,
of Deeds on Page 17063.

FEE \$38.00

Evelyn Biehn County Clerk

By Pauline Muelandore