

nbc 24359-DN

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ASSIGNMENT OF AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

For valuable consideration, the receipt of which is hereby acknowledged as of that date constituting the disclosure date set forth on the reverse side herewith, the undersigned Assignor(s), hereby transfers, assigns and sets over unto the Assignee(s) as set forth on the reverse side herewith, effective as of said disclosure date, all of the Assignor's right, title, interest and obligation as Buyer in that certain Agreement for the Sale and Purchase of Real Estate entered into between WELLS FARGO REALTY SERVICES, INC., a corporation, Trustee, and Assignor, on that date set forth on the reverse side herewith for the purchase of that certain property described on the reverse side herewith.

This assignment of the above mentioned Agreement is subject to the written consent of WELLS FARGO REALTY SERVICES, INC., a corporation, Trustee.

(Assignor)

John R. Strahan
John R. Strahan

(Assignor)

ACCEPTANCE OF ASSIGNMENT

In consideration of the foregoing Assignment, the undersigned Assignee hereby accepts the foregoing Assignment and hereby assumes and agrees fully and faithfully to make all of the payments and to perform all of the terms, covenants and conditions of the above described Agreement effective as of the date of said Assignment and further accepts and agrees to each and all of the terms and conditions of the Consent to Assignment hereinafter set forth. This Acceptance of Assignment and the assumption of liability thereof shall be binding on the heirs, personal representatives, successors and assigns of the undersigned Assignee.

The undersigned Assignee(s) hereby acknowledge receipt of the following documents on the date hereinabove referred to as the disclosure date:

- 1) Disclosure Statement (Made in compliance with Federal Law — Truth In Lending Act) regarding Assignment of Agreement for the Sale and Purchase of Real Estate, in duplicate;
- 2) Notice to Customer Required by Federal Law — Right of Rescission (Truth In Lending Act), in duplicate.

This Acceptance of Assignment of Agreement for the Sale and Purchase of Real Estate is subject to the written consent of WELLS FARGO REALTY SERVICES, INC., a corporation, Trustee.

Dwain Kessler
Dwain Kessler

(Assignee)

Treva Kessler
Treva Kessler

(Assignee)

CONSENT TO ASSIGNMENT

The undersigned hereby consent to the foregoing Assignment on the date hereinabove referred to as the disclosure date, and the Assignor, upon the expiration of the Truth In Lending Act rescission period granted to the Assignee and provided the Assignee does not exercise said right of rescission within said rescission period, shall be released from any and all further obligations and liabilities under that certain Agreement described above. This Consent is limited to the foregoing Assignment only and shall not be deemed to constitute a consent to any further assignment or transfer of the subject premises, nor contain any warranty, express or implied, as to the sufficiency thereof, or as to the interest if any assigned hereby or as to the existence or non existence of any prior assignment, lien, encumbrance or other disposition of said Agreement or real estate not endorsed thereon.

After recording return to:

BLM Services # 03-0093-00
P.O. Box 1703
Palm Springs, CA 92263

Account # 7461-00931

WELLS FARGO REALTY SERVICES, INC.
a corporation, Trustee

By

Norfleet J. Howell
Authorized Signature
Norfleet J. Howell, Vice President

SEP 20 PM 12 50

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DISCLOSURE STATEMENT

(Made In Compliance with Federal Law)

RE: ASSIGNMENT OF AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

WELLS FARGO REALTY SERVICES, INC.

Dwain & Treva Kessler, HW/JT

Name of Seller (Creditor)

Name of Buyer(s) (Assignee(s))

572 EAST GREEN STREET

Star Route 2, P.O. Box 583-F

Street Address

Street Address

PASADENA, CALIFORNIA 91101

CHiloquin, Oregon 97624

City

State

Zip

City

State

Zip

The specific disclosures set forth herein are made to the above named Assignee(s) of that certain Agreement providing for the sale and purchase of the following described real property entered into on October 10, 1979, between the above named Seller and the Buyer named therein and Assignor in accordance with The Consumer Credit Protection Act ("Truth In Lending"):

Lot 22, Block 4, Klamath Country in the County of Klamath, State of Oregon, as shown on Map filed in Book 20, Page 6 of Maps, in the office of the County Recorder of said County.

SPECIFIC DISCLOSURES REQUIRED

- | | |
|---|--------------|
| 1) Amount Financed (Principal Balance) | \$ 5,696.56 |
| 2) FINANCE CHARGE (Interest Only) | \$ 5,057.99 |
| 3) ANNUAL PERCENTAGE RATE <u>9.50</u> % | \$ 10,754.55 |
| 4) Total of Payments (1 + 2) | |

The "Total of Payments" is payable by the above named Buyer(s) (Assignee(s)) to Seller in approximately 181 monthly installments of Fifty-Nine and 27/100 dollars (\$ 59.27), or more, on or before July 10, 1980, and a like amount, or more, on or before the 10th day of each and every calendar month thereafter until paid in full. The FINANCE CHARGE (Interest Only) shall begin to accrue from June 10, 1980.

Such payments shall be made in lawful money of the United States to the Seller at its above designated main office in Pasadena, California, or at such other place or places as Seller may hereafter from time to time designate. Notwithstanding anything to the contrary contained herein with respect to the satisfaction of the "Total of Payments", Buyer(s) (Assignee(s)) may, at any time, fully prepay the then unpaid balance of the Amount Financed and the then accrued FINANCE CHARGE (Interest Only) owing thereon without penalty of any kind whatsoever.

This transaction results in the retention of a vendor's lien by the Seller as a security interest in the above described real property. and One LAST PAYMENT OF (\$26.68) Twenty-Six and 68/100

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The above named Buyer(s) (Assignee(s)) hereby duly acknowledge(s) receiving and reading a duplicate of this Disclosure Statement as of the below date, which date constitutes the disclosure date.

Dwain Kessler

Treva Kessler

Buyer(s)

(Assignee(s))

Date 7-3-80
STATE OF OREGON: COUNTY OF KLAMATH:

s:

Filed for record at request of Mountain Title Co. the 26th day of Sept. A.D., 19 90 at 12:50 o'clock P.M., and duly recorded in Vol. M90 of Deeds on Page 19437.

Evelyn Biehn County Clerk

By Pauline Mullendore

FEE \$33.00