

PURCHASER'S ASSIGNMENT OF CONTRACT FOR SALE OF REAL PROPERTY AND DEED

GRANTOR: WILLIE A. OLSON AND LINDA S. OLSON

CONVEYS AND ASSIGNS TO

GRANTEE: ARCHER W. ROE, JR. AND HARRIETT SUSAN ROE, as tenants by the entirety

all our right, title and interest as Purchasers in and to that certain contract of sale dated November 1, 1988 between the Vendor: KAY L. PINKERTON, as Personal Representative of the Estate of Robert S. Hawthorne

and the Purchasers: WILLIE A. OLSON AND LINDA S. OLSON

together with all of our right, title and interest to the property described therein as follows:

PARCEL 1:

That portion of the SW 1/4 NW 1/4 of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of the railroad right of way.

PARCEL 2:

The E 1/2 E 1/2 of Section 28, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3:

The East 30 feet of the S 1/2 S 1/2 NE 1/4 NE 1/4 of Section 33, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 51 MAP 2310-2700 TL 300 / CODE 51 MAP 2310-3300 TL 600 / CODE 51 MAP 2310 TL 2000

The undersigned Grantor hereby covenants and warrants that:

1. Said contract is current and not in default;
2. The unpaid principal balance does not exceed \$ 69,152.91 with interest paid to 04/03/90 ; and
3. If Grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation affixed.

Grantor further states that:

1. The Vendor is authorized, upon full performance of said contract, to deliver the Assignees the deed and any other documents covenanted to be given in said contract.
2. That said contract is recorded in Vol. M-89 Page 2352, Deed Records for said county.
3. The true and actual consideration for this transfer is \$ 99,152.91
4. 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.

DATED: March 4, 1991

GRANTORS:

Willie A. Olson
Willie A. Olson

Linda S. Olson
Linda S. Olson

Until a change is requested, all tax statements shall be sent to the following address:

Grantee's P.O. Box 306, Oak View, CA 93022

STATE OF OREGON, County of Deschutes

Date: March 4, 1991

Personally appeared the above named

Willie A. & Linda S. Olson

and acknowledged the foregoing instrument to be their

voluntary act and deed. Before me:

Karin La
Notary Public for Oregon

My commission expires: 5/5/92

State of Oregon, County of

Date:

Personally appeared

sworn, stated that he is the

corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me:

Notary Public for Oregon

My commission expires:

ASSUMPTION OF CONTRACT

4143

The undersigned Grantees do hereby covenant and agree:

1. To pay the unpaid balance of said contract;
2. To perform all the terms and conditions therein contained to be performed by the Purchaser;
3. To hold the Grantors harmless from any further liability on said contract.

GRANTEES:

Archer W. Roe, Jr.
Archer W. Roe, Jr.

Harriett Susan Roe
Harriett Susan Roe

DATED: March 5, 1991

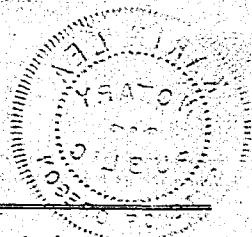
CONSENT TO ASSIGNMENT

The undersigned does hereby consent to the above assignment, agrees to perform the Vendor's conditions as required by said contract for the benefit of said Grantees, and certifies that said contract is not in default and that the balance is as stated above.

VENDOR:

PER ATTACHED CONSENT TO ASSIGNMENT DATED
FEBRUARY 12, 1991 AND AMENDMENT TO CONTRACT

DATED: FEBRUARY 9, 1991.



Purchaser's Assignment of Contract and Deed

OLSON TO ROE

AFTER RECORDING RETURN TO
KEY ESCROW COMPANY

P.O. Box 6178, Bend, OR
97708

(DON'T USE THIS
SPACE! RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON, County of

I certify that the within instrument was re-
ceived for record on the 19 day of
at

M., and recorded in book on page

Witness my hand and seal of County affixed.

COUNTY CLERK

By Deputy

27-16410K

No.

CONSENT TO ASSIGNMENT

ROBERT P. HAWTHORNE and DOROTHY A. HAWTHORNE, husband and wife, whose address is 142 Chippewa Lane, Lake Havasu City, Arizona 86403, KAY LOUISE PINKERTON, whose address is 7520 S.E. Middleway, Vancouver, Washington 98664, herein called "PARTY A", WILLIE A. OLSON and LINDA S. OLSON, husband and wife, whose address is P.O. Box 9, La Pine, Oregon 97739, herein called "PARTY B", and ARCHER W. ROE, JR. and HARRIETT SUSAN ROE, husband and wife, whose address is 1267 Casitas Vista Road, Ventura, California 93001, herein called "PARTY C".

"PARTY A", owner of the vendor's interest in that certain Contract of Sale dated October 21, 1988, wherein "PARTY A" is Seller and "PARTY B" is Purchaser, hereby consent that "PARTY B" sell their interest in said property on a sales contract to "PARTY C". "PARTY A" gives this consent with the understanding and on the condition that the attached "AMENDMENT TO CONTRACT" be accepted.

Dated this 12 of February, 1991.

Robert P. Hawthorne
ROBERT P. HAWTHORNE

Dorothy A. Hawthorne
DOROTHY A. HAWTHORNE

Kay L. Pinkerton
KAY LOUISE PINKERTON

AMENDMENT TO CONTRACT

4145

Amendment to the Contract of Sale dated October 21, 1988 by and between Robert P. Hawthorne and Dorothy A. Hawthorne, Kay Louise Pinkerton (Sellers) and Willie A. Olson and Linda S. Olson (Buyers):

- A. It is acknowledged that as of April 1, 1991, the interest rate shall become ten percent (10%) per annum on the unpaid balance.
- B. Payments shall become monthly installments with the first installment due on or before May 5, 1991. Subsequent installments shall be paid on or before the first of each subsequent month after May 5, 1991. Each installment payment shall be not less than \$601.15, including principle and interest.
- C. It is further acknowledged that a charge of \$20.00 shall be paid in addition to the monthly installment on all payments more than 10 (ten) days past due.
- D. Default shall occur if purchaser fails to make any payment within sixty (60) days after it is due. Seller agrees to give purchaser written notice of delinquency 30 days after payment is due. Purchaser then has 30 days to submit in full all late payments plus late charges.

NOTE: This amendment alters specific sections only of the original Contract of Sale dated October 21, 1988. Any clause or portion thereof not specifically mentioned in this amendment will remain in effect until contract is fulfilled.

SELLER:

Robert P. Hawthorne
ROBERT P. HAWTHORNE

Dorothy A. Hawthorne
DOROTHY A. HAWTHORNE

Kay Louise Pinkerton
KAY LOUISE PINKERTON

BUYER:

Archer W. Roe, Jr.
ARCHER W. ROE, JR.

Harriett Susan Roe
HARRIETT SUSAN ROE

Dated this 9 day of Feb, 1991.

Dated this 5 day of FEB, 1991.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 7th day of March A.D., 19 91 at 3:27 o'clock P M., and duly recorded in Vol. M91 of Deeds on Page 4142.

FEE \$43.00

Evelyn Biehn - County Clerk

By Pauline Muelendore

Consent to Assignment and Amendment to Contract
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