

MTC 1396-6907

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES

With Respect to Real Property Commonly Known as  
4052 South Sixth Street, Klamath Falls, Oregon

A. Introduction

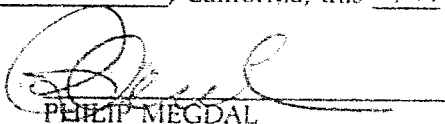
On December 27, 1979, the undersigned, as Vendee, entered into an Agreement with Eric C. Lewis and Beverly A. Lewis, husband and wife, as Vendors (the "Agreement"). The Agreement provides, among other things, that Vendors will retain legal title to the real property commonly known as 4052 South Sixth Street, Klamath Falls, Oregon (the "Property") until the purchase price has been paid in full. Vendee continues to make payments in keeping with the terms of the Agreement, as amended, and on the date of this Assignment, Vendors hold legal title to the Property.

The undersigned established the Philip Megdal Trust, as Trustor and Trustee, by Declaration of Trust dated June 10, 1993. He desires to transfer all property owned by him, real and personal, tangible, intangible or mixed, wheresoever located, to himself, as Trustee of the Philip Megdal Trust.

B. Assignment and Delegation

Therefore, the undersigned does hereby assign to himself, as Trustee of the Philip Megdal Trust, all of his right, title and interest under the Agreement and in and to the Property. In addition, the undersigned hereby delegates to himself, as Trustee of the Philip Megdal Trust, all of his duties under the Agreement, to the extent that they are not fulfilled by him individually.

Executed at Novato, California, this 9th  
day of November, 1993.

  
PHILIP MEGDAL

Mail Tax Statements To:

Philip Megdal, D.D.S.  
1631 N. Bristol St., Ste. 200  
Santa Ana, CA 92706

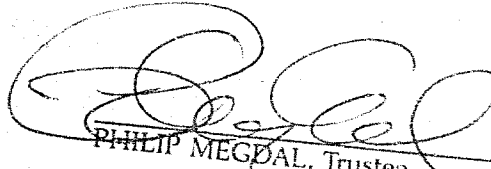
After Recording Mail To:

Allan B. Cutrow, Esq.  
-1. Mitchell, Silberberg & Knapp  
11377 W. Olympic Bl.  
Los Angeles, CA 90064-1683

# ACCEPTANCE OF ASSIGNMENT AND DELEGATION

The undersigned, as Trustee of the Philip Megdal Trust, does hereby accept the foregoing Assignment of Rights and Delegation of Duties, and agrees to undertake the assignor's duties according to the terms and conditions of the Agreement, to the extent that they are not fulfilled by the assignor.

Dated: 11-9, 1993.

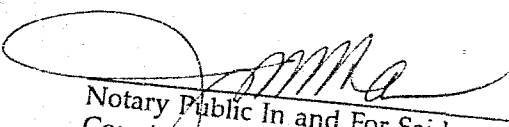
  
PHILIP MEGDAL, Trustee

STATE OF CALIFORNIA )

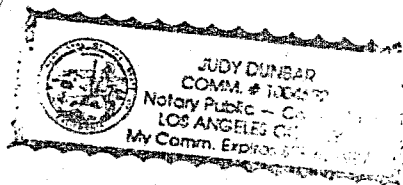
COUNTY OF LA ) ss.

On 11-9-93 before me, Judy Dunbar, a Notary Public in and for said County and State, personally appeared PHILIP MEGDAL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public In and For Said  
County and State

LJB\_D002.MEG



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company  
of February A.D., 19 94 at 10:49 o'clock A.M., and duly recorded in Vol. M94 day  
of Deeds on Page 6298  
By Evelyn Biehn County Clerk  
Annette Mueller

FEE \$35.00