

12-07-94 02:40 RCVD

## ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 7 day of March, 1972, by and between LYLE C. MILLER and JUDITH A. MILLER, husband and wife, herein called "Assignor" and JOHN N. LYNCH and MARILYN F. LYNCH, husband and wife, and RALPH D. BUONO and PATRICIA L. BUONO, husband and wife, herein called "Assignee",

W I T N E S S E T H:

1. For and in consideration of the covenants and provisions herein contained, Assignor sells, assigns, transfers and sets over to Assignees and their successors and assigns, all their right, title and interest in and to a Land Sale Contract between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, husband and wife, as Sellers, and JOHN N. LYNCH and MARILYN F. LYNCH, husband and wife, LYLE C. MILLER and JUDITH A. MILLER, husband and wife, and RALPH D. BUONO and PATRICIA L. BUONO, husband and wife, dated May 13, 1971, said Land Sale Contract being for the following described real property, to-wit:

Lot #32: W 1/2 W 1/2 S 1/2 SW 1/4 SW 1/4  
Section 10, TWP 25 S, R8E, W.M.  
Five acres M or L. Subject to a  
ten foot (10 ft) wide easement  
parallel and along North boundary  
for mutual roadway and all other  
roadway purposes. Subject to  
reservations & restrictions of  
record, easements and rights of  
way of record and those apparent  
on the land.

together with any right, title and interest in and to an agreement entered into in July, 1971, between JOHN N. LYNCH and MARILYN F. LYNCH, husband and wife, and LYLE C. MILLER and JUDITH A. MILLER, husband and wife, and RALPH D. BUONO and PATRICIA L. BUONO, husband and wife, said agreement providing

-1- ASSIGNMENT

Return: John Lynch  
87305 Quarry Ln  
Eugene, Or. 97402

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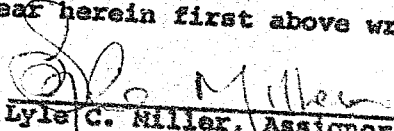
for the management and disposition of the above described real property, and for the joint usage for mutual enjoyment of the parties thereto.

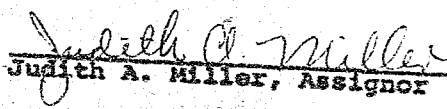
2. As consideration for the above mentioned real property, Assignees agree to pay upon execution of this agreement the sum of \$340.00.

3. Assignees agree to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may hereafter be lawfully imposed upon the premises.

4. Assignees agree to assume and pay the balance of said Land Sale Contract, to make the further payments to the Sellers herein and to save Assignors harmless; Assignees stipulate and agree that they will perform all covenants and provisions contained in the above mentioned Land Sale Contract applicable to the Buyers therein. Assignors and Assignees hereby release the other of them from all sums of money, accounts, actions, suits, proceedings, claims, and demands whatsoever which either of them at any time had or has up to the date of these presents against the other for or by reason of or in respect of any act, cause, matter or thing and specifically, arising out of that certain contractual obligation and agreement entered into between the parties in July, 1971.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement made and entered into in quadruplicate the day and year herein first above written.

  
Lyle C. Miller, Assignor

  
Judith A. Miller, Assignor

  
John H. Lynch, Assignee

37249

Marilyn F. Lynch  
Marilyn F. Lynch, Assignee

Ralph D. Buono  
Ralph D. Buono, Assignee

Patricia L. Buono  
Patricia L. Buono, Assignee

John M. Schoonover  
John M. Schoonover, Seller

Arba F. Schoonover  
Arba F. Schoonover, Seller

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of John Lynch  
of Dec A.D., 19 94 at 2:40 o'clock P M., and duly recorded in Vol. M94  
of Deeds on Page 37247

FEE \$40.00

Evelyn Biehn County Clerk

By Pauline Mulendore