

**ASSIGNMENT AND CONVEYANCE BY OWNER OF
VENDEE'S INTEREST IN LAND SALE CONTRACT**

DATED: January 16, 1995

BETWEEN: GARY D. CLAPSHAW, 12841 NE
244th St., Battleground, WA
98604 ("Assignor")

AND: CRAIG LEE HENDERSON and ELINOR M.
SHANKLIN, husband and wife, 2670 SW
Corona, Portland, Oregon
97201 ("Assignee")

RECITALS:

A. Assignor is the owner of the vendee's interest in a land sale contract dated August 5, 1993, between Robert I. Wheeler and Elnora A. Wheeler, husband and wife, as sellers (Contract Sellers), and Gary D. Clapshaw, as purchaser, a Memorandum of which was recorded on August 16, 1993, in Volume M93 page 20321, Deed Records of Klamath County, Oregon (the Contract). The property which is the subject of the Contract is described as follows (the Property):

The South half of the North half (S $\frac{1}{2}$ N $\frac{1}{2}$) of Section 34, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

B. Assignor desires to assign and convey his interest in the Contract and the Property to Assignees and Assignees desire to acquire such interests on the terms and conditions set forth below.

AGREEMENT:

1. **Assignment and Conveyance.** Assignor hereby assigns his interest in the Contract and conveys all of his right, title and interest in the Property to Assignees.

ASSIGNOR:
GARY D. CLAPSHAW
12841 NE 244TH ST.
BATTLEGROUND, WA 98604

ASSIGNEE:
CRAIG LEE HENDERSON and ELINOR M. SHANKLIN
2670 SW Corona
Portland, Oregon 97201

SEND TAX STATEMENTS TO:
CRAIG LEE HENDERSON and ELINOR M. SHANKLIN
2670 SW Corona
Portland, Oregon 97201

AFTER RECORDING RETURN TO:
CRAIG LEE HENDERSON and ELINOR M. SHANKLIN
2670 SW Corona
Portland, Oregon 97201

2. **Covenants.** Assignor covenants as follows:

- 2.1 He is the owner of the vendee's interest in the Contract;
 2.2 He is not in default under the terms of the Contract;
 2.3 The vendee's interest in the Contract is free of all liens and encumbrances; and
 2.4 The unpaid principal balance of the purchase price due under the Contract is \$91,630.87, with interest paid to December 29, 1994.

3. **Assignees' Assumption.** Assignees hereby assume the obligations of the vendee under the Contract and agree to defend, indemnify and hold Assignor harmless therefrom.

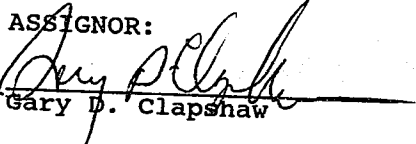
4. **Consideration.** The consideration paid for this assignment is the sum of \$155,000.00, receipt of which is acknowledged by Assignor.

5. **Attorney Fees.** In the event action is instituted to enforce any term of this Assignment and Conveyance, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

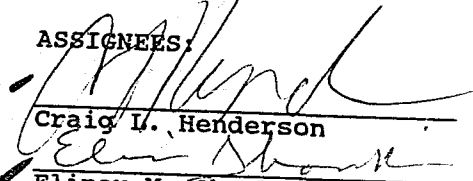
6. **Consent.** This assignment is conditioned upon the written consent of the Contract Sellers.

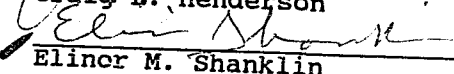
7. **Representations:** THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

ASSIGNOR:


 Gary D. Clapshaw

ASSIGNEES:


 Craig L. Henderson


 Elinor M. Shanklin

STATE OF OREGON)

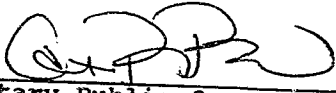
County of Washington)

ss.

Personally appeared the within named Gary D. Clapshaw and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:




 Notary Public for Oregon
 My commission expires:

STATE OF OREGON)
) ss.
 County of Washington)

Personally appeared the within named Craig L. Henderson and Elinor M. Shanklin and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Sophary Sturdevant
 Notary Public for Oregon
 My commission expires: 6-9-97

CONSENT

The Contract Sellers hereby consent to the above assignment of the vendee's interest in the Contract and release the Assignor from liability under the Contract.

Dated: _____, 1995

 Robert I. Wheeler

 Elnora A. Wheeler

STATE OF OREGON)
) ss.
 County of Deschutes)

Personally appeared the within named Robert I. Wheeler and Elnora A. Wheeler and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

 Notary Public for Oregon
 My commission expires:

STATE OF OREGON)
County of Washington) ss.

Personally appeared the within named Craig L. Henderson and Elinor M. Shanklin and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

CONSENT

The Contract Sellers hereby consent to the above assignment of the vendee's interest in the Contract and release the Assignor from liability under the Contract.

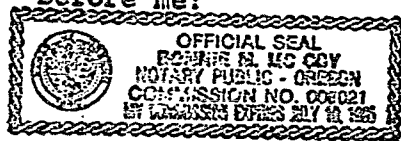
Dated: January 15, 1995

Robert I. Wheeler Elinor A. Wheeler
Robert I. Wheeler by Elinor A. Wheeler Elinor A. Wheeler
his Attorney-in-Fact

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the within named Robert I. Wheeler by Elinor A. Wheeler and Elinor A. Wheeler and acknowledged the foregoing instrument to be their voluntary act and deed. his Attorney-in-Fact

Before me:



Bonnie M. McCoy
Notary Public for Oregon
My commission expires: 7/10/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 23rd day
of March A.D., 19 95 at 9:01 o'clock A M., and duly recorded in Vol. M95
of _____ Deeds _____ on Page 6722

FEE \$45.00

Bernetha G. Jensen, County Clerk
By [Signature]