

**ASSIGNMENT AND CONVEYANCE BY OWNER OF
SELLER'S INTEREST IN LAND SALE CONTRACT AND REAL PROPERTY**

THIS ASSIGNMENT AND CONVEYANCE is entered into this 20 day of March, 1995, between WARREN M. POOLE, "Assignor," and WARREN M. POOLE, TRUSTEE OF THE POOLE TRUST, "Assignee."

RECITALS:

A. Assignor holds fee simple title to the following described real property located in Klamath County, Oregon (the Property):

Parcel 1. Lots 52, 53, 54, and 55, Block 17, INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel 2. An undivided one-half interest in Lots 56, 57, 58, and 59, Block 17, INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

B. Assignor has sold the Property under terms of a land sale contract dated effective April 1, 1990, between Warren M. Poole, as to Parcel 1, and Warren M. Poole and Marian Faye Poole, as tenants in common, as to Parcel 2, as sellers (Contract Seller), and Poole's, Inc., an Oregon corporation, as purchaser, a memorandum of which was recorded on August 31, 1990, in Volume M90, page 17526, Official Records of Klamath County, Oregon.

C. Assignor desires to assign and convey Assignor's interest in the Contract and the Property to Assignee, and Assignee desires to acquire such interest on the terms and conditions set forth below.

AGREEMENT:

1. Assignment and Conveyance. Assignor hereby assigns Assignor's interest in the Contract and conveys Assignor's interest in the Property to Assignee.

2. Covenants. Assignor covenants that Assignor is the owner of the seller's interest in the Contract; the unpaid balance of the purchase price due under the Contract is \$59,243.10, with interest paid to March 1, 1995.

3. Assignee's Assumption. Assignee hereby assumes the obligations of the seller under the Contract and agrees to defend, indemnify, and hold Assignor harmless therefrom.

4. Consideration. This assignment and conveyance is executed to partially fund a trust of Assignor, and the true and actual consideration stated in terms of dollars is none.

MAIL TAX STATEMENTS TO:
No Change

AFTER RECORDING RETURN TO:
Daniel A. Ritter, P.C.
530 Center Street NE, Suite 700
Salem, OR 97301-3740

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. 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

7. Context. In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to one or more individuals and/or corporations. Any references to seller shall include the term "vendor," and purchase shall include the terms "buyer" or "vendee."

ASSIGNOR:

ASSIGNEE:

Warren M. Poole
Warren M. Poole

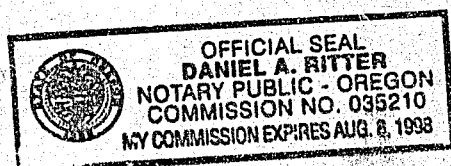
Warren M. Poole
Warren M. Poole, Trustee of the
Poole Trust

STATE OF OREGON

County of Marion

} ss.

On this 20 day of March, 1995, personally appeared before me the above named WARREN M. POOLE and acknowledged the foregoing instrument to be his voluntary act and deed.



Daniel A. Ritter
Notary Public for Oregon
My Commission Expires: Aug. 8, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Betty White the 28th day
of March A.D., 19 95 at 1:49 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 7309

By Bernetha G. Letsch, County Clerk

FEE

\$35.00