Until a change is requested, all tax statements are to be sent to:

Integral Youth Services, Inc. an Oregon Nonprofit corporation 431 Washington Street Klamath Falls, Oregon 97601

RETURN TO: KLAMATH COUNTY TITLE COMPANY 422 MAIN STREET KLAMATH FALLS, OREGON 97601

ASSIGNMENT AND CONVEYANCE BY OWNER

OF VENDEE'S INTEREST IN LAND SALE CONTRACT

P3:1

X

■ DATE: 2-29-

, 1996

PARTIES:

Cornerstone Christian Fellowship

of Klamath Falls, Inc.,

an Oregon Nonprofit Corporation

("Assignor")

Integral Youth Service, Inc., an Oregon Nonprofit Corporation

("Assignee")

RECITALS:

A. Assignors are the owners of the vendee's interest in a land sale contract dated December 30, 1991, between Leonard H. Sandwick and Denise Sandwick, as Trustees of the Sandwick 1990 Trust, as Sellers, and Cornerstone Christian Fellowship of Klamath Falls, Inc., an Oregon Nonprofit Corporation, as Purchaser, a Memorandum of which wa recorded on December 31, 1991 I Volume M91 at page 27287, Official Records of Klamath County, Oregon. The property which is the subject of the contract is described as follows:

See attached exhibit "A"

B. Assignors desire to assign and convey their interest in the Contract and the Property to Assignees and Assignees desire to acquire such interest on the terms and conditions set forth below.

AGREEMENT

ASSIGNMENT AND CONVEYANCE. Assignors hereby assign their interest in

ASSIGNMENT AND CONVEYANCE OF VENDEE'S INTEREST - 1

the Contract and convey their interest in the Property to Assignees.

- COVENANTS. Assignors covenant as follows:
- 2.1 They are the owners of the vendee's interest in the Contract;
- 2.2 They are 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;
- 3. ASSIGNEE'S ASSUMPTION. Assignees hereby assume the obligation of the vendee under the Contract and agree to defend, indemnify and hold Assignors harmless therefrom.
- 4. **CONSIDERATION.** The consideration paid for this assignment is the assumption of all obligations due under the contract by Assignee.
- 5. **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.
- 6. 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.
- CONSENT. This assignment is conditioned upon the written consent of the Contract
 Sellers.
 - 8. AS IS. Assignee accepts the real property and improvements as is.

DATED: 2/29/96

ASSIGNORS:

SUBSCRIBED AND SWORN to before me this Att day of February, 1996, by Dwayne Smith

as Agent Cornerstone Christian Fellowship.

OFFICE SEAL
GENINE JOHNSON
NOTARY PUBLIC · OREGON
COMMISSION NO. 0,18718
MY COMMISSION EXPIRES EEPT. 28, 1996

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/28/94

DATED: 3/1/96	ASSIGNES I Low
KLAMATH COUNTY TITLE ID:5038828115 STATE OF OREGON.	MAR 20'96 11:34 No.011 P.02
County ofKLAMATH	FORM No. 23—ACEMOWIEDGMENT, Stevans-News Low Fublishing Co. MI Parlland, OR 97204 (\$1902
tor Integral Youth Services, In	T day of MARCH , 19 96 , Director of Oregon, personally appeared the within C.
known to me to be the identical individual descr acknowledged to me that	ibed in and who executed the within instrument
OFFICE SEAL OFFICE SEAL NOTABY BE JOHNSON	WHEREOF, I have harounto set my hand and affixed my official seal the day and year last above written.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

Beginning at the most Southerly corner of Lot 4 in Block 48 of Nichols Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon, and running thence Northeasterly along the Northwesterly line of Main Street, a distance of 83.75 feet, more or less, to the Easterly line of the Evans Building; thence Northwesterly along the Easterly side of the wall of Evans Building, a distance of 120 feet, more or less, to the Northwesterly line of Lot 3 in said Block 48, thence Southwesterly along the line between Lots 3 and 6 and Lots 4 and 5 in said Block 48, a distance of 83.75 feet, more or less, to the Northerly line of 10th Street; thence Southeasterly along the Northerly line of 10th Street, a said distance of 120.00 feet, more or less, to the point of beginning, being all of Lot 4 and a portion of Lot 3 of said Nichols Addition, along with the Northeasterly vacated 0.33 feet of 10th Street adjacent to said Lot 4, which portion was vacated by Ordinance No. 5437, dated July 22, 1964, recorded April 15, 1965, in Volume 360 page 598 of Deeds, records of Klamath County, Oregon. SAVING AND EXCEPTING therefrom portion conveyed by Joy M. Rolph et al to the City of Klamath Falls, Oregon, by deed recorded in Deed Volume 305 page 346, records of Klamath County, Oregon, being the Northwesterly 2 feet of the above described property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

		of <u>Klamath Cor</u> A.D., 19 <u>96</u> at	o'clock	P_M., and d		21st Vol. <u>M</u> 96	day
		of <u>Deeds</u>		Page		rk.	
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