

**ASSIGNMENT AND CONVEYANCE BY ASSIGNOR
OF ASSIGNOR'S INTEREST IN TENANCY-IN-COMMON AGREEMENT**

AFTER RECORDING RETURN TO:

Gavdos, Churnside & Walro, P.C.
440 E. Broadway, Suite 300
Eugene, OR 97401

SEND TAX STATEMENTS TO:

Michael and Mary Diehl
2091 Kincaid Street
Eugene, OR 97405

DATE: October 18, 1996

PARTIES: **ROBERT E. SMITH** Assignor
MICHAEL A. DIEHL and MARY M. DIEHL Assignees

RECITALS:

A. Assignor holds legal title to one-sixth interest in a cabin and dock located on real property located in Deschutes County, Oregon (the Property):

Lot 1, Tract Y, Odell Lake Recreation Unit, Deschutes
National Forest, U.S.F.S.

Which is also known and described as:

Lot 1, Tract Y of Odell Lake Tract, a plat which is on file with
the Forest Supervisor.

SAVE AND EXCEPT the following personal property: Snowmobile; Watercraft; personal property of Cheryl Kaib; ink drawing of eagle removed from master bedroom to be returned to Nancy Kaib; and any other personal property agreed upon outside escrow.

B. Assignor releases and quitclaims all his interest in the Property, subject to the terms of a Tenancy-In-Common Agreement dated September 22, 1992, between John Kaib, Nancy Smith Kaib, Michael A. Diehl and Mary M. Diehl, husband and wife, and Robert Smith.

C. Assignor desires to release and quitclaim Assignor's interest in the Tenancy-In-Common Agreement to Assignees, and Assignees desire to acquire such interest on the terms and conditions set forth below.

AGREEMENT:

1. **Assignment and Conveyance.** Assignor hereby releases and quitclaims Assignor's interest in the Tenancy-In Common Agreement dated September 22, 1992 to Assignees.
2. **Covenants.** Assignor covenants as follows:
 - a. Assignor is the owner of the Assignor's interest in the Tenancy-In Common Agreement.
3. **Assignees' Assumption.** Assignees hereby assume the obligations of the Assignor under the Tenancy-In-Common Agreement and agree to defend, indemnify, and hold Assignor harmless therefrom, regardless of where those obligations arose.
4. **Consideration.** The consideration paid for this assignment, which is acknowledged by Assignor, is the sum of \$45,000.00. This same consideration is noted in the Quitclaim Deed executed by assignor of even date herewith.
5. **Attorney Fees.** In the event any action or proceeding is instituted to enforce any term of this Assignment, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial, bankruptcy, and appellate courts.
6. **Representations.**
 - a. Assignor makes no representations and extends no warranties. Assignees are purchasing based on their own independent examination, study and inspection of the real property and the real property record. Further, Assignees acknowledge that they have reviewed and understand all requirements imposed by the U.S. Forest Service. Assignees take the real property "as is,"
 - b. 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 purchaser shall include the terms "buyer" or "vendee."

ASSIGNOR:

Robert E. Smith
Robert E. Smith

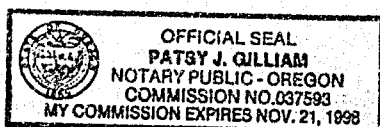
ASSIGNEES:

Michael A. Diehl
Michael A. Diehl
Mary M. Diehl
Mary M. Diehl

STATE OF OREGON }

County of Lane }

On this 18th day of October, personally appeared the above named ROBERT E. SMITH and acknowledged the foregoing instrument to be his voluntary act and deed.

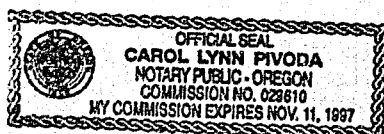


Patsy J. Gilliam
Notary Public for Oregon
My Commission Expires: 11-21-98

STATE OF OREGON }

County of Lane }

On this 20th day of October, personally appeared the above named MICHAEL A. DIEHL and MARY M. DIEHL and acknowledged the foregoing instrument to be their voluntary act and deed.



Carol Lynn Pivoda
Notary Public for Oregon
My Commission Expires: 11/11/97

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Assignment and Conveyance by Assignor of Assignor's Interest in Tenancy-In-Common Agreement

GAT/jer/bs/Led

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gaydos, Churnside & Walro, P.C. the 15th day of November A.D., 19 96 at 2:04 o'clock P. M., and duly recorded in Vol. M96 of Deeds on Page 35944.

FEE \$40.00

Bernetha G. Letsch, County Clerk

By Kathleen Rose