

Return to:  
Brandsness, Brandsness &  
Rudd, F.C.  
411 Pine Street  
Klamath Falls, Oregon 97601

Clerk's Stamp:

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

DATE: May 14, 1997.

PARTIES: Andrew L. Weathers and  
Carol Marie Weathers, husband and wife

"Assignors"

Paul M. Goebel and Phyllis A. Goebel,  
husband and wife  
1345 Pacific Terrace  
Klamath Falls, OR 97601

"Assignees"

R E C I T A L S:

A. Assignors are the owners of the Vendee's interest in a land sale contract dated April 29, 1996, between Ervin W. Moulton and Alma Moulton, trustees of the Ervin W. Moulton and Alma Moulton Trust Agreements dated August 1, 1992, as Sellers, and Andrew L. Weathers and Carol Marie Weathers, husband and wife, as Purchasers, which was recorded on April 30, 1996, in Volume M96, page 12141, Deed Records of Klamath County, Oregon. The property which is the subject of the contract is described as follows:

The West 111.5 feet of Lots 1 & 2 in Block 26 of Hillside Addition to the City of Klamath Falls, Klamath County, Oregon. Also known as 1414 Carlyle Street.

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

A G R E E M E N T:

1. Assignment and Conveyance. Assignors hereby assign their interest in the Contract and convey their interest in the property to Assignees.

2. 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; and

2.4 The unpaid balance of the purchase price due under the Contract is \$ 38,671.39, with interest paid to May 13, 1997.

3. Assignees' Non-Assumption. Assignees accept the Contract subject to the outstanding balance, and does not assume the obligations of the Vendee under the contract, nor agree to defend, indemnify and hold Assignors harmless therefrom.

4. Consideration. The consideration paid for this Assignment is the sum of \$10,000, receipt of which is acknowledged by Assignors.

1. ASSIGNMENT

97 MAY 15 P2:50

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. Land Use. 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.

Andrew L. Weathers  
Andrew L. Weathers

Carol Marie Weathers  
Carol Marie Weathers

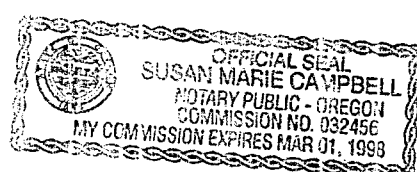
Paul M. Goebel  
Paul M. Goebel

Phyllis A. Goebel  
Phyllis A. Goebel

STATE OF OREGON )  
County of Klamath ) ss.

May 14, 1997

Personally appeared Andrew L. Weathers and Carol Marie Weathers, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

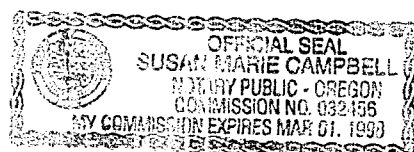


Susan Marie Campbell  
Notary Public for Oregon  
My Commission expires: 3-1-98

STATE OF OREGON )  
County of Klamath ) ss.

May 14, 1997

Personally appeared Paul M. Goebel and Phyllis A. Goebel, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Susan Marie Campbell  
Notary Public for Oregon  
My Commission expires: 3-1-98

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Brandsness et al the 15th day  
of May A.D., 19 97 at 2:50 o'clock P. M., and duly recorded in Vol. M97  
of Deeds on Page 14961

FEE \$35.00

Bernetha G. Letsch, County Clerk  
by Kathleen Ross

## 2. ASSIGNMENT