

1999 OCT 26 AM 11:15

K-54662

ASSIGNMENT OF CONTRACT FOR DEED**Seller's Interest**

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, **LINDA BAGLEY**, PO Box 143, Beatty, Oregon 97621, "Assignor" herein, does hereby warrant, assign, and set out to **OTHEL T. BELL, TRUSTEE FOR THE OTEL T. & DELIA V. BELL REVOCABLE LIVING TRUST**, 101 Main, Stevensville, Montana 59870, "Assignee" herein, all right, title, and interest, together with all after acquired right, title, or interest, in the Vendor's interest in that certain real estate Contract of Sale, dated July 1, 1982 and recorded July 6, 1982 in Volume M82, Page 8419, wherein **EDWIN J. WALKER** aka **E.J. WALKER** was Seller and **CHARLES W. HOUSTON** and **JEANNETTE J. HOUSTON** were Buyers, for the sale of the following described real estate in the County of **KLAMATH, OREGON**:

The NE1/4 SW1/4, E1/2 NW1/4 SW1/4, E1/2 SE1/4 SW1/4, E1/2 W1/2 SE1/4 SW1/4, and the SE1/4 NW1/4 EXCEPT THEREFROM: Beginning at the Northeast corner of SE1/4 NW1/4 Section 26, Township 35 South, Range 12; thence South 1,315.50 feet; thence West 657.75 feet; thence North 1,315.50 feet; thence East to the point of beginning, all in Section 26, Township 35 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Assignor does hereby covenant and warrant to Assignee that Assignor has not executed any prior assignment of said contract or the payments due thereunder, nor has Assignor performed any acts or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this assignment or which would limit Assignee in such operation. Assignor does further covenant and warrant to Assignee that Assignor has not executed or granted any modification whatever of said contract, either orally or in writing, and that said contract is in full force and effect according to its original terms, except that the amount now due under said contract is as herein set forth. Assignor further covenants and warrants to Assignee that Assignor is current on and has performed to date all requirements as Seller on said contract. The Assignee hereby assumes and agrees to fulfill the conditions of said real estate contract as to conveyance of title and payment of underlying obligations, if any, only.

Assignor does further covenant that there is now unpaid on the principal of said contract the sum of **TWENTY THOUSAND NINE HUNDRED TWELVE AND 73/100 DOLLARS (\$20,912.73)**, together with interest from **JULY 2, 1999**, at the rate of **TEN PER CENT (10%) per annum**.

This assignment shall also constitute instructions to the escrow agent to amend the original escrow agreement and remit payments to Assignee.

After recording return to
Diana Grimm, First American Title Co, 422 Main St,
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements to:
Charles W. Houston, PO Box 77, Beatty OR 97621

42664

DATED this 25th day of OCTOBER, 1999

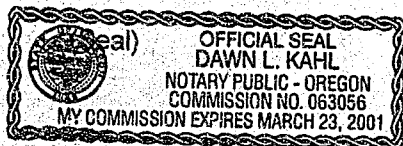
Linda Bagley
LINDA BAGLEY

STATE OF OREGON)

County of Klamath : ss.

On the 25th day of OCTOBER, 1999, before me, the undersigned, a notary public in and for said County and State, personally appeared LINDA BAGLEY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dawn L. Kahl
Notary Public for the State of Oregon
Residing at Klamath Falls
My Commission Expires 3-23-2001

Assignor's Name & Address:

Linda Bagley, PO Box 143, Beatty, OR 97621

Assignee's Name & Address

Othel T. Bell, Trustee for the Othel T. & Delia V. Bell Revocable
Living Trust, 101 Main, Stevensville, MT 59870

State of Oregon, County of Klamath
Recorded 10/26/99, at 11:52 a.m.
In Vol. M99 Page 42663
Linda Smith,
County Clerk Fee \$ 35.00