

02 MAY 3 AM 10:40

**FULL ASSIGNMENT OF LAND SALE CONTRACT**

State of Oregon, County of Klamath  
Recorded 05/03/2002 10:40 a. m.  
Vol M02, Pg 26568-69  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

***KNOW all men by these presents:***

**THAT Joseph Riker and Joan Riker**, Parties of the 1st Part, (1st Party) and the current holders of a Land Sales Contract, dated March 13, 1991, *desires to sell* this Land Sale Contract (100%) at this time to **Capitol Industries Inc. Pension Trust**, Parties of the 2nd Part, (2nd Party).

***NOW therefore the Parties have agreed as follows:***

Whereas, Parties of the 1st Part agree to and accept as payment in full for this Assignment and their 100% interest thereof (entire) in said Land Sale Contract, **for the total sum of Four-Thousand, Three Hundred and Sixty Eight Dollars and 13/100, (\$4,368.13) \*\*** received from and on behalf of Capitol Industries Inc. Pension Trust, Parties of the 2nd Part, the receipt of which is hereby acknowledged and received thereof by Parties of the 1st Part. \*\*Less costs for assignment & recording Initial JR

THAT Joseph Riker and Joan Riker, Parties of the 1st Part, ***DO HEREBY GRANT, BARGAIN, SELL, ASSIGN, CONVEY, WARRANT, TRANSFER and Set over UNTO Capitol Industries Inc. Pension Trust***, all their interest, (100% of 100% of land sale contract) in said Land Sale Contract dated March 13, 1991 and recorded on March 13, 1991 in the Official Record Books of Klamath County, Klamath Falls, Oregon in **Volume M91, Page 4538, Instrument Number 26904** on said real property described as:

Commonly known as 2143 Madison, legally described as:

Beginning at a point 660 feet North of an iron pin driven into the ground near the fence corner of the SW corner of the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon on the property of Otis V. Saylor, being the Southwest corner of said property abutting on the Dalles-California Highway, and which iron pin is East 30 feet of the center of a road intersecting the Dalles-California Highway from the North, and which pin is North 30 feet of the center of said highway; thence East 330 feet; thence North 66 feet; thence West 330 feet; thence South 66 feet to the place of beginning. (Code 43 Map 3909-IBC, TL 4600).

**TOGETHER** with the Land Sale Contract and as described in said Land Sale Contract noted above and the monies due to become due thereon with interest from date of transfer and or assignment. To have and to hold the same unto the Parties of the 2nd part, their heirs, legal representatives and or assigns forever.

Initials JR JS

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ORIGINAL

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FULL ASSIGNMENT OF LAND SALE CONTRACT1) OWNER'S WARRANTIES:

The Owner's Parties of the 1st Part, hereby assign the covenants, representations and warranties of Aspen Title (previous title insurance), attached as Assignment of Warranties from Prior Owner", and further represents that:

Owner's are vested with 100% of said title to said security instruments and have full legal authority to assign and transfer the portion being sold of the same;  
That the unpaid principal balance as shown on the attached amortization schedule Exhibit "A" of the security instrument is \$ 4,868.13 as of 4/9/02, and the next monthly payment in the amount of \$ 118.17 (P&I) is due and payable on May \_\_, 2002.

2) SALE AND CONSIDERATION:

Owner's, Parties of the 1st part, hereby sells \_\_\_\_\_ monthly payments of not less than \$111.67 due under said security instruments to Buyers, Parties of the 2nd Part, for the sum of \$ 4,368.13 as of 4/9/02, total, receipt of which Owners do hereby acknowledge. Owner's do not retain any ownership in any part of the remaining payments due and or any percentage of the note hereafter.

3) TIME AND BINDING EFFECT

Time shall always be the essence and this agreement shall insure and be binding upon the respective heirs, successors, trustees and assigns of the parties hereto.

4) DISCLOSURE:

Seller's, Owner's, Parties of the 1st Part, Joseph Riker and Joan Riker acknowledge that the Buyer's, Parties of the 2nd Part, Capitol Industries Inc. Pension Trust is buying and acting for and on its own accord as a Private Party. No Solicitation or or broker representation has been represented in or during this transaction. Each party, Buyer and Sellers should seek their own professional advice

In WITNESS THEREOF, the Parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of May, 2002.

  
Seller Joseph Riker II

  
Seller Joan Riker

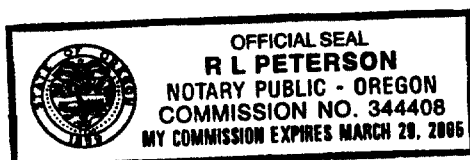
Buyer Capitol Industries Inc. Pension

NOTARY PUBLIC  
STATE OF OREGON  
County of Klamath

This instrument was acknowledged before me on this 20th day of May 2002 by Joseph Riker and Joan Riker and signed said instrument of their own free will and deed.

Notary Public

My Commission expires: 3-29-05



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