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State of Oregon, County of Klamath
Send Tax Statement to: Recorded 01/19/05 9.12 a m
Vol M05 Pg 03846-49
Joe Kuper
P.O. Box 18551
Salem, OR 97303
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4
400 opa

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

DATE: October 8, 2002

PARTIES: JAY COSTELLO
SHERRI COSTELLO

ASSIGNORS

JOE KUPER

ASSIGNEE

RECITALS:

A. Assignors are the owners of the vendee's interest in a land sale contract dated May 5, 2000 between Wesley Engelman and Ruth Engelman, husband and wife, as sellers (Contract Sellers), and Jay and Sherri Costello, as purchasers, a Memorandum of which was recorded on May 9, 2000 in M-00 on Page No. 16856, records of Klamath County, Oregon (the Contract). The property which is the subject of the Contract is described as follows (the Property):

The South two acres of the following described tract: All of that real property described as the E 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

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

AGREEMENT:

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

3. **Assignees' Assumption.** Assignees hereby assume the obligations 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 liability under the Contract.

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. **Consent.** This assignment is conditioned upon the written consent of the Contract Sellers.

ASSIGNORS:

Jay Costello
Jay Costello

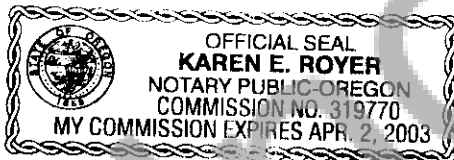
Sherri J. Costello
Sherri J. Costello

ASSIGNEE:

Joe Kuper
Joe Kuper

STATE OF OREGON)
) ss.
County of Marion)

On this 8 day of Oct, 2002, personally appeared the within named JAY COSTELLO and SHERRI J. COSTELLO, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Karen E. Royer
Notary Public for Oregon
My Commission Expires: 4-2-03

STATE OF OREGON)
) ss.
County of Marion)

On this 8 day of Oct, 2002, personally appeared the within named JOE KUPER and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Karen E. Royer
Notary Public for Oregon
My Commission Expires: 4-2-03

CONSENT

The Contract Sellers hereby consent to the above assignment of the vendee's interest in the Contract. This consent shall not be construed as a release of the Assignors' liability under the Contract.

DATED this 21 day of Jan, 2002. 3


Wesley Engelman


Ruth P. Engelman