

ESC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



MTCT7248KR

Eastport Equities Corporation  
1822 SW Madison Street  
Portland, OR 97205

Assignor's Name and Address  
Kenneth L. Tuttle, M. D., et al  
1696 Cove Point Rd  
Klamath Falls, OR 97601

Assignee's Name and Address

After recording, return to (Name, Address, Zip):

~~same as Assignor~~ AmeriTitle #69602

300 Klamath Avenue

Klamath Falls, OR 97601

Until requested otherwise, send all tax statements to (Name, Address, Zip):

~~same as Assignor~~ NO CHANGE

2007-000102

Klamath County, Oregon



00012186200700001020020025

SPACE RESERVE

01/03/2007 03:05:38 PM

Fee: \$31.00

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## ASSIGNMENT OF CONTRACT and WARRANTY DEED

KNOW ALL BY THESE PRESENTS that the undersigned, hereinafter called the assignor, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto

See attached Exhibit "A"

hereinafter called the assignee, and to assignee's heirs, successors and assigns, all of the vendor's right, title and interest in and to that certain contract for the sale of real estate dated June 16, 2005, between

Eastport Equities corporation, an Oregon corporation

as seller and

See attached Exhibit "A"

as buyer, which contract is recorded in the Records of Klamath County, Oregon, in ☐ book ☐ reel ☒ volume No. MO5 at page 48417, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No.

(indicate which), reference to that recorded contract hereby being expressly made, together with all of the right, title and interest of the assignor in and to all moneys due and to become due thereon. The assignor also hereby conveys to the assignee the property described in the contract and the legal title thereto which is held to secure performance of the vendee's obligation created thereby. The assignor hereby expressly covenants and warrants to the assignee that the assignor is lawfully seized in fee simple of the vendor's interest in the real estate described in the contract of sale, free from all encumbrances except (if no exceptions, so state): those of record and those apparent upon the land, if any, as of the date hereof

and that assignor will warrant and forever defend the premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.\* The unpaid principal balance of the purchase price thereof is not less than \$ 500,015.00, with interest paid thereon to (date) October 1, 2006. The contract is not in default, and no offset is claimed by the vendee (or vendee's assignor, if any).

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00. However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this assignment, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this assignment shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned assignor has executed this assignment. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

DATED

12/19/06

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Eastport Equities Corporation, an Oregon corporation

by:

Kerry Gilbert, President

STATE OF OREGON, County of Multnomah, ss.

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on December 19, 2006

by

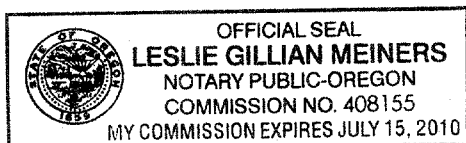
Kerry Gilbert

as

President

of

Eastport Equities corporation, an Oregon corporation



Notary Public for Oregon

My commission expires July 15, 2010

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## **EXHIBIT "A"**

### **Buyers and Assignees:**

Kenneth L. Tuttle, MD, as to an undivided 25% interest; William A. Bartlett and Catherine M. Bartlett, Trustees of The Bartlett Family Trust dated March 19, 1998, as to an undivided 25% interest; Alden B. Glidden, MD, as to an undivided 25% interest; Gary Nicholson, as to an undivided 5% interest; Sue Anderson, as to an undivided 5% interest; Cathy Wirth, as to an undivided 5% interest; Tim Nicholson, as to an undivided 5% interest; and Judy Nicholson, as to an undivided 5% interest