

2007-010747

Klamath County, Oregon

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06/14/2007 03:37:21 PM

Fee: \$36.00

MT079144

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N. A.
CCS-Private Bank
MO1-800-08-11
901 Main Street
Dallas, TX 75202

2007-011532

Klamath County, Oregon



00025733200700115320040044

06/27/2007 11:24:32 AM

Fee: \$36.00

*Rerecorded to correct year of reference document.
Previously recorded in 2007-D10747.
ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE ("AGREEMENT") is made by and between Herbert F. Gabriel as "Assignor", and Edward E. Colson, III, Trustee of the Edward E. Colson, III Trust Agreement, Dated January 12, 1995; Karen Jeanne Colson; Dennis R. Sciotto and Carol Ann Sciotto, Trustees of the Dennis R. Sciotto and Carol Ann Sciotto Community Property Trust Agreement Dated January 9, 2002; Greg R. Velasquez and Cynthia L. Velasquez, Trustees of the C&G Velasquez Family Trust Dated October 19, 2005; Dennis R. Sciotto, Trustee of the Dennis R. Sciotto Family Trust Agreement Dated December 19, 1994; Edward E. Colson IV; and Dennis J. Sciotto and Cynthia Sciotto, husband and wife, collectively, as "Assignee".

BACKGROUND:

A. Assignor is the husband of Betty Gabriel, who is now deceased. Assignor and Betty Gabriel sold the real property legally described in the attached Exhibit A (the "Property") to Herbert F. Gabriel, trustee of the Herbert F. Gabriel Trust; Gregory B. Gabriel, trustee of the Douglas H. Gabriel Restrictive Trust, and Gregory B. Gabriel, trustee of the Gregory B. Gabriel Trust (collectively, "Children"). The Property was subject to the lease described below (the "Lease") and the sale was intended to include all of Assignor's and Betty Gabriel's rights, title and interests in, to and under the Lease; however, no assignment of lease was executed or recorded. Children thereafter sold the Property to Assignee, and in connection with that sale, Children assigned to Assignee of Children's rights, title and interests in, to and under the Lease.

B. As used herein, the term "Lease" means, collectively, that certain lease dated August 10, 1977, between STH, Inc. as Lessor (predecessor in interest to Assignors) and BLT Enterprises, Inc., an Oregon corporation, as Lessee, together with all renewals, extensions and amendments thereof.

*As evidenced by Assignment Recorded
February 19, 1986 in Volume M86, page
2938, Microfilm Records of
Klamath County.

30

- C. Because there was no separate, recorded assignment of the Lease from Assignor and Betty Gabriel to Children, the real property records show title to the Lease remaining with Assignor and Betty Gabriel, husband and wife.

NOW, THEREFORE, to clarify the record and for the consideration stated in the original sale from Assignors to Children, the mutual receipt and legal sufficiency of which are hereby further acknowledged, the parties hereto do hereby agree as follows:

1. Assignor represents and warrants that he has succeeded by inheritance to all of Betty Gabriel's rights, obligations, title and interests in, to and under the Lease. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, obligations, title and interests in, to and under the Lease, if any, to have and to hold the same unto Assignee, its successors and assigns, forever, subject to the terms, covenants and conditions contained in the Lease.
2. This Agreement shall be binding upon, and shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns.
3. All exhibits attached hereto are incorporated herein by this reference.
4. Each person or entity executing this document on behalf of a party hereto hereby represents and warrants that he has the authority to execute this Agreement and to bind the party for which such person or entity so executes this Agreement.
5. This Agreement shall be recorded.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of May 23, 2007.

Assignor:

Herbert F. Gabriel
(Herbert F. Gabriel)

STATE OF CALIFORNIA)
County of SAN DIEGO) ss.

On this 31st day of MAY, 2007, before me, the undersigned Notary Public in and for said State, personally appeared Herbert F. Gabriel and acknowledged to me that the said instrument is his free and voluntary act and deed, for the uses and purposes therein mentioned.

[Signature]
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: 6.26.08

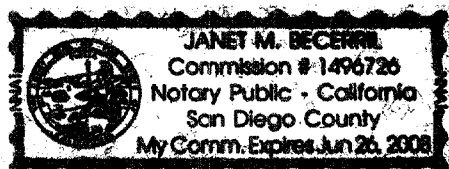


EXHIBIT "A"
LEGAL DESCRIPTION

Lots 2, 3, 4, 5, 17 and 18, of the Re-Subdivision of Lot 803, ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING those portions deeded to State of Oregon by and through its State Highway Commission by deed recorded September 18, 1943 in Volume 158 on page 407, by deed recorded May 1, 1942 in Deed Volume 147 on page 104 and by deed recorded December 24, 1943 in Deed Volume 161 on page 42, Deed Records of Klamath County, Oregon.