

NTC 1394-9574

2009-008112

Klamath County, Oregon



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06/11/2009 03:25:50 PM

Fee: \$41.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

Rosemary Whitaker
5463 Glenwood Drive
Klamath Falls, OR 97603

1. Name(s) of the Transaction(s):

Assignment of Land Lease Agreement

2. Direct Party (Grantor):

Donald Whitaker

3. Indirect Party (Grantee):

Rosemary Whitaker

4. True and Actual Consideration Paid:

5. Legal Description:

See Attached

AMERITITLE, has recorded this
instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

4/1/09

ASSIGNMENT OF LAND LEASE AGREEMENT

DATE: ~~April~~ ^{June} 3, 2009

BETWEEN: Donald Whitaker ("Assignor")
309 5th Street
La Grande, OR 97850

AND: Rosemary Whitaker ("Assignee")
5463 Glenwood Drive
Klamath Falls, OR 97603

Donald Whitaker and Rosemary Whitaker are parties to a land Lease for property commonly known as 3130 S. Sixth Street, Klamath Falls, OR 97601 (the "Lease"). Assignee owns the building that sits on the leased land.

Assignor, Donald Whitaker, desires to assign all his rights under the Lease to Assignee, Rosemary Whitaker, and Assignee desires to assume Assignor's rights and obligations under the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor and Assignee agree as follows:

Section 1. Assignment and Assumption

1.1 **Assignment.** Assignor hereby assigns to Assignee all rights, title, and interests under the Lease, effective on the date listed above (the "Effective Date").

1.2 **Assumption.** Assignee hereby accepts the assignment and assumes and agrees to perform all obligations of the Assignor under the Lease and in strict accordance with the terms of the Lease, from and after the Effective Date.

Section 2. Reservation of Specific Rights Under the Lease by Assignor

Assignor reserves no rights under the Lease.

Section 3. Status of Lease

3.1 **Status of Lease.** Assignor represents and warrants that the Lease is in full force and effect in accordance with its terms, that the Lease has not been amended or modified except as stated in this Assignment, that Assignor is not in default of the Lease.

3.2 **"As Is" Condition.** Assignee hereby accepts the Premises in its "AS IS" condition at the Effective Date. Assignor will not be obligated to make any alterations or improvements to the Premises whatsoever.

Section 4. Lessor's Consent; No Release of Assignor

The effectiveness of this Assignment is conditioned on the Lessor first executing the consent provision on the last page of this Agreement. The parties acknowledge that Lessor's consent to this Agreement will not be construed as a waiver of Lessor's right to withhold consent to any subsequent assignment, sublease, or other transfer of the Lease.

Section 5. Indemnification

5.1 Indemnity by Assignee. Assignee hereby agrees to indemnify, defend, protect, and hold harmless Assignor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Assignee's failure to perform any obligations under the Lease or this Agreement, or arising out of the use of the Premises by Assignee or its agents, employees, contractors, customers, or invitees from and after the Effective Date.

5.2 Indemnity by Assignor. Assignor hereby agrees to indemnify, defend, protect, and hold harmless Assignee from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Assignor's failure to perform its obligations under the Lease or this Agreement, or arising out of the use of the Premises by Assignor or its agents, employees, contractors, customers, or invitees before the Effective Date.

Section 6. Miscellaneous

6.1 Effect of Assignment. This Assignment does not amend the Lease or any other agreement between Assignor and Assignee. The Lease is unmodified and is in full force and effect.

6.2 Integration. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements among them with respect thereto.

6.3 Attorney Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted or if the services of a lawyer are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and

expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

6.4 Notices. From and after the Effective Date, the addresses for the Assignor, Assignee, and the Lessor for all notices shall be:

To Swan Lake Moulding Company (Lessor)
James Uerlings, Esq. (Registered Agent)
803 Main St. Ste 201
Klamath Falls, OR 97601

To DONALD WHITAKER (Assignor)
309 5th Street
La Grande, OR 97850

To ROSEMARY WHITAKER (Assignee)
5463 Glenwood Drive
Klamath Falls, OR 97603

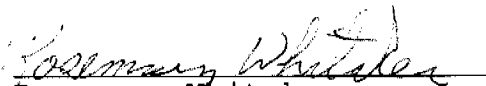
6.5 Further Instruments. Each party agrees to execute such further instruments as may be reasonably required to consummate the transactions contemplated by this Assignment, as long as the terms thereof are fully consistent with the terms of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

Assignor:

Assignee:

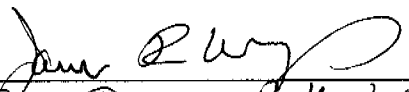

Donald Whitaker


Rosemary Whitaker

Lessor's Consent

Swan Lake Moulding Company, Lessor, hereby consents to the assignment of the Lease in accordance with, and subject to, the terms, conditions, and covenants of the foregoing Assignment. Consent by Lessor to this transfer is not consent to other, future transfers or a waiver of the assignment restriction provision in the Lease.

Lessor: Swan Lake Moulding Company


By James R. Uerlings
Its Vice Pres - Secretary

AMERITITLE has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

TRUSURVEYING, INC. LINE
TELEPHONE (541) 884-3891
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

06643

DECEMBER 1, 2000 . ' .

LEGAL DESCRIPTION
OF
AREA FOR LEASE

A TRACT OF LAND BEING A PORTION OF TRACT 33B OF "ENTERPRISE TRACTS", SITUATED IN THE NW1/4 OF SECTION 3, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 3 BEARS THE FOLLOWING THREE COURSES BY DEED, N34°07'30"E 58.00 FEET, N55°52'30"W 2080.4 FEET AND N00°00'30"W 977.8 FEET; THENCE S55°52'30"E 80.00 FEET ALONG A LINE AS DEPICTED ON R.O.S.1715; THENCE S34°07'30"W ALONG THE EASTERLY LINE OF THOSE LANDS DEPICTED ON SAID R.O.S. 1715 107.33 FEET; THENCE N55°52'30"W 80.00 FEET TO A POINT ON THE WESTERLY LINE .OF THOSE LANDS DEPICTED ON R.O.S. 1715; THENCE N34°07'30"E 107.33 FEET TO THE POINT OF BEGINNING CONTAINING 8586 SQUARE FEET MORE OR LESS, WITH BEARINGS BASED ON R.O.S. 1715 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR. (SEE R.O.S. 6589 AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR FOR THE SURVEY OF THIS TRACT OF LAND.)

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/01

EXHIBIT NO. A