

Recording Requested By:

Jack Davis  
515 E. Main Street  
Ashland, OR 97520

When Recorded Mail To:

Jack Davis  
515 E. Main Street  
Ashland, OR 97520

Mail Tax Statements To:

Jack Adams  
3565 Dodson Road  
Medford, OR 97504

**2013-004027**

**Klamath County, Oregon**

**04/16/2013 02:17:23 PM**

**Fee: \$47.00**

(This Space for Recorder's Use)

*mtc 96849*

**ASSIGNMENT OF CONTRACT AND  
DEED IN LIEU OF FORECLOSURE**

This Assignment between James D. Brown and Adrina Brown, husband and wife, hereinafter referred to as Assignor, and Jack H. Adams, Jr. and Sam B. Davis, Jack Davis, Cisco Davis, and Mary D. Wilcox, Trustees of the Sam B. Davis Family Trust of September 8, 2011, hereinafter referred to as Assignee;

**WITNESSETH:**

THAT WHEREAS, title to the real property hereinafter described is vested in Assignee and subject to an interest held by Assignor as set forth in that certain Contract of Sale executed by Assignor, Sam B. Davis, and Jack H. Adams, Jr. on June 28, 2011, a memorandum of which having been recorded in the Official Records of Klamath County, Oregon on July 1, 2011 as Document No. 2011-007891.

AND WHEREAS, Assignor is now in default of the payment obligations set forth in said Contract of Sale and, being unable to pay the same, has requested that Assignee accept this Assignment of said Contract interest in satisfaction of the indebtedness now owing, and Assignee does now accede to said request;

NOW THEREFORE, in consideration of the cancellation of said indebtedness, Assignor does hereby grant, bargain, sell, and convey unto Assignee, Assignor's interest in the above contract of sale and all of Assignor's interest in the real property situated in said County, Oregon and described as:

Lot 16 in Block 6 KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Assignor does hereby covenant to and with Assignee, that Assignor is lawfully the owner of said Contract interest free and clear of all encumbrances. Assignor will warrant and forever defend Assignee against the claims and demands of all persons other than the liens above expressly excepted. This Deed is intended as a conveyance, absolute in effect, of all Assignor's interest in the subject real property and any redemption rights which Assignor may have therein. This Deed is not a mortgage or a security interest of any kind, and possession of the subject real property is surrendered and delivered to Assignee. Assignor was advised to seek independent legal advice before executing this instrument.

This Assignment shall not constitute a merger, concerning the subject Contract of Sale, nor adversely affect Assignee's right to remedies therein with respect to junior lienholders or Assignees of Assignor, known or unknown, with reference to the subject property.

*42 AMT*

This Deed and Assignment was prepared on behalf of Assignee.

IN WITNESS WHEREOF, the parties herewith executed this instrument on the 12<sup>th</sup> day of March, 2013.

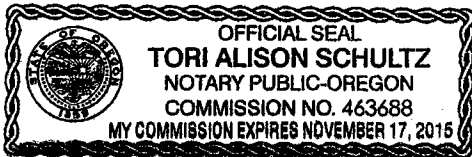
  
James D. Brown

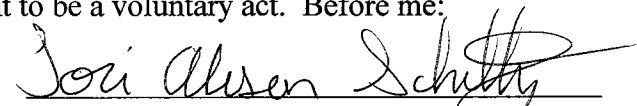
  
Adrina Brown

STATE OF OREGON )

COUNTY OF Tillamook ) §

On this 12<sup>th</sup> day of March, 2013, personally appeared the above-named James D. Brown and Adrina Brown and acknowledged the foregoing instrument to be a voluntary act. Before me:



  
Notary Public for Oregon

My Commission Expires: 11-17-2015