

THIS SPACE PROVIDED FOR RECORDER'S USE



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04/18/2017 02:57:35 PM

Fee: \$62.00

WHEN RECORDED RETURN TO:

Lynda J Stearns

4751 Bellm Dr #202

Klamath Falls, Oregon, 97603

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this April 18, 2017, by and between Noel W Frederick III of 4751 Bellm Dr, #202, Klamath Falls, Oregon 97603 hereinafter referred to as 'Assignor', and Lynda J Stearns of 4751 Bellm Dr # 202, Klamath Falls, Oregon 97603 hereinafter referred to as 'Assignee', in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth: *Vol m 98 Page 10394*

WHEREAS, Assignor entered into a Contract, included as an attachment to this Agreement, namely Agreement hereinafter referred to as Contract with DeAnn Akins, hereinafter 'Obligor';

WHEREAS, the Contract has an expiration date of December 01, 2027 as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, the Contract requires the prior consent of the Obligor;

WHEREAS, the necessary consent was obtained on April 18, 2017 by verbal consent of the Obligor

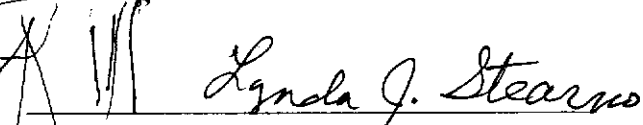
NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignors obligations responsibilities and duties under the Contract and all of Assignors right, title and interest in and to the Contract.
3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract, provided however, that after the assignment of the Contract the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages resulting from Assignees performance.
4. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from Assignees performance after the assignment of the Contract.
5. Obligor in providing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract.
6. This Agreement is governed by the laws of the state of Oregon, without regard to Oregon's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.



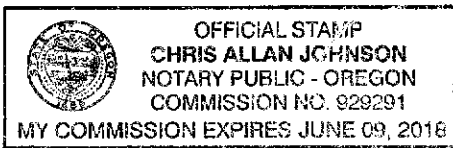
Noel W Frederick III



Lynda J Stearns

STATE OF OREGON, ss: COUNTY OF KLAMATH, ss:

This Assignment of Land Contract was acknowledged before me on this 18 day of April, 2017 by NORLW FREDERICK M, LYNCH S STEVENS who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Assignment of Land Contract subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



A handwritten signature in black ink, appearing to be "Chris Allan Johnson", written over a horizontal line.

Notary Public

Oregon State Notary
Title (and Rank)

My commission expires June 9 2018