



2017-009005
Klamath County, Oregon
08/10/2017 01:39:00 PM
Fee: \$67.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

*THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE*

AFTER RECORDING RETURN TO:

K& J Wilson, LLC

1165 Gatepark Dr.

Central Point, OR 97502

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Assignment and Assumption of Leases

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Swan Lake Moulding Company, an Oregon Corporation

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

K&J Wilson, LLC, an Oregon Limited Liability Company

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☒ Other

5) SEND TAX STATEMENTS TO:

K& J Wilson, LLC

1165 Gatepark Dr.

Central Point, OR 97502

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

**7) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$ _____

**8) If this instrument is being Re-Recorded, complete the following statement, in
accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____**

TO CORRECT _____

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE
NUMBER _____."

ASSIGNMENT AND ASSUMPTION OF LEASES

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Swan Lake Moulding Company, an Oregon corporation ("Assignor"), hereby transfers and assigns to K & J Wilson, LLC, an Oregon limited liability company ("Assignee"), subject to the terms and conditions of the Purchase and Sale Agreement dated March 29, 2017 between Assignor and Assignee (the "Agreement"), and without representation or warranty except as provided in the Agreement, all of Assignor's right, title, and interest in and to those certain leases described as follows (collectively, the "Leases"):

1. Lease Agreement dated January 10, 1976, by and between Assignor, as landlord, and Jesse H. House, Mary House and Ronald D. House, as tenant, amended;
2. Lease Agreement dated February 1, 1978, by and between Assignor, as landlord, and Ross T. Kirchway and Bonnie L. Kirchway, as tenant; and
3. Lease Agreement dated February 1, 1978, by and between Assignor, as landlord, and Dale M. Zerull and Lesley M. Zerull, as predecessors in interest to Kelly D. Wilson and Carla J. Wilson, as Trustees of the Wilson Living Trust dated April 3, 2003.

In consideration of the foregoing assignment, Assignee hereby accepts this Assignment and hereby assumes and agrees to perform and comply with all the covenants, conditions, agreements, and obligations of Assignor under the Leases that are to be performed by Assignor from and after the date hereof. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any claims, obligations, liabilities, losses, costs, expenses, and fees (including reasonable attorney's fees and costs) arising either from Assignee's breach or failure to perform any covenant, condition, agreement or obligation under the Leases that are to be performed by Assignee from and after the execution and delivery hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any claims, obligations, liabilities, losses, costs, expenses, and fees (including reasonable attorneys' fees and costs) arising either from Assignor's breach or failure to perform any covenant, condition, agreement or obligation under the Leases that were to be performed by Assignor thereunder prior to the execution and delivery hereof.

This instrument may be executed in counterparts and all counterparts together shall be considered one and the same Assignment. Signatures produced by facsimile telephonic transmission shall be accepted as originals.

[Signatures appear on following pages]

IN WITNESS WHEREOF the parties hereto have executed this instrument this 8th day of August, 2017.

ASSIGNOR:

SWAN LAKE MOULDING COMPANY,
an Oregon Corporation

By: Terry J. Scroggin
Terry J. Scroggin, President

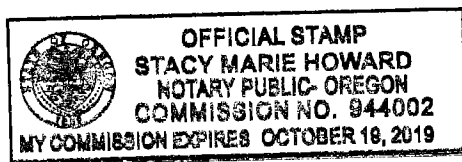
By: Matt Hurley
Matt Hurley, Vice President

State of Oregon

County of Klamath

This instrument was acknowledged before me on August 8, 2017.

By, Terry J. Scroggin as President and Matt Hurley, as Vice President for Swan Lake Moulding Company



Stacy Howard

Notary Name (printed) Stacy Howard

Notary Public for Oregon

My commission expires: 10-19-19

IN WITNESS WHEREOF the parties hereto have executed this instrument this 9th day of August, 2017.

ASSIGNEE:

K & J Wilson, LLC,
an Oregon limited liability company

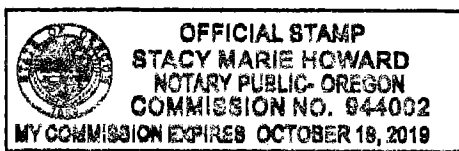
By: Kelly D. Wilson
Name: Kelly D. Wilson
Title: member

State of Oregon

County of Klamath

This instrument was acknowledged before me on August 9, 2017.

By, Kelly D. Wilson, as Member for K&J Wilson, LLC, an Oregon Limited Liability Company



Stacy Howard

Notary Name (printed) Stacy Howard

Notary Public for Oregon

My commission expires: 10-19-19

EXHIBIT "A"

Parcel One of Land Partition 22-11, located in the SE1/4 NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, replat of Parcel 1 of Land Partition 13-11, recorded November 21, 2012 as 2012-012982.