

AmeriTitle  
MTC 184634AM

2017-010732

Klamath County, Oregon

09/21/2017 02:49:00 PM

Fee: \$77.00

**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:**

Jill D. Laney

Cosgrave Vergeer Kester LLP

500 Pioneer Tower, 888 SW Fifth Ave.

Portland, OR 97204

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

Assignment of Lease

**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**

Ralph J. Gines, Trustee of the Edgar Viets Charitable Remainder Unitrust

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ \_\_\_\_\_ ☒ Other

**5) SEND TAX STATEMENTS TO:**

**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 OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made effective as of the 18<sup>th</sup> day of September, 2017 (the "Effective Date"), by and between SWAN LAKE MOULDING COMPANY, an Oregon corporation ("Assignor"), and Ralph J. Gines, Trustee, Edgar Viets Charitable Remainder Unitrust, a charitable trust ("Assignee"), under the following terms and conditions:

### RECITALS

On or about November 20, 2013, Assignor entered into a Commercial Lease ("Lease") with Klamath Hospice, Inc., an Oregon non-profit corporation ("Tenant"). The Lease is for the premises ("Premises") described as:

Parcel 2 of Land Partition 13-11, Klamath County, Oregon

Assignor and Assignee desire that Assignor's landlord interest in the Lease be transferred to Assignee pursuant to that Purchase and Sale Agreement dated July 11, 2017 between Assignor and Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Lease. Assignee hereby assumes all of Assignor's duties, liabilities, and obligations under the Lease arising, occurring, and accruing after the Effective Date of this Assignment.
2. **Assignor Indemnification.** Assignor agrees to hold Assignee harmless from any and all expenses, charges, claims and liabilities arising out of or related to the Lease as to acts or omissions resulting in such expenses, charges, claims or liabilities, occurring or failing to occur, prior to the Effective Date of this Assignment.
3. **Assignee Indemnification.** Assignee agrees to indemnify and hold Assignor harmless from any and all expenses, charges, claims and liabilities arising out of or related to the Lease as to acts or omissions resulting in such expenses, charges, claims or liabilities, occurring or failing to occur, after the Effective Date of this Assignment.
4. **AS IS Condition.** Assignee hereby accepts the Premises in its "AS IS" condition as of the Effective Date. Assignor shall not be obligated to make any alterations or improvements to the Premises whatsoever.

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

6. **Deposits.** All deposits and prepaid rent of any nature held by Assignor under the Lease shall be paid to Assignee on the Effective Date.

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective employees, shareholders, partners, directors, officers, agents, successors and assigns.


8. **Attorney Fees.** If either party commences a suite, action or arbitration against the other party arising out of or related to this Assignment, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred in such suit, action or arbitration, including with respect to any appeal, and including as to any proceeding commenced under the U.S. Bankruptcy Code.

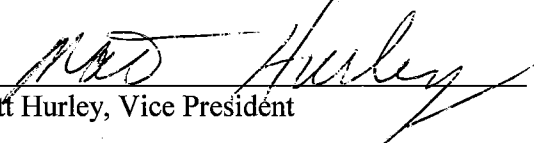
*[Signatures on next page]*

IN WITNESS WHEREOF, the parties have caused this Assignment of Lease to be duly executed as of the date first written above.

**ASSIGNOR:**

SWAN LAKE MOULDING COMPANY,  
an Oregon corporation

By:   
Terry Scroggin, President

By:   
Matt Hurley, Vice President

**ASSIGNEE:**

Ralph J. Gines, Trustee,  
Edgar Viets Charitable Remainder Unitrust,  
a charitable trust

By: \_\_\_\_\_  
Ralph J. Gines

IN WITNESS WHEREOF, the parties have caused this Assignment of Lease to be duly executed as of the date first written above.

**ASSIGNOR:**

SWAN LAKE MOULDING COMPANY,  
an Oregon corporation

By: \_\_\_\_\_  
Terry Scroggin, President

By: \_\_\_\_\_  
Matt Hurley, Vice President

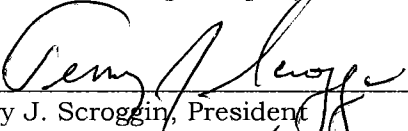
**ASSIGNEE:**

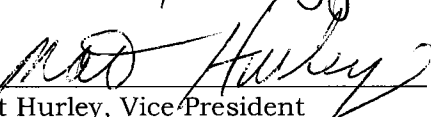
Ralph J. Gines, Trustee,  
Edgar Viets Charitable Remainder Unitrust,  
a charitable trust

By: Ralph J. Gines  
Ralph J. Gines

**Notary Page to the Assignment of Lease**

Swan Lake Moulding Company

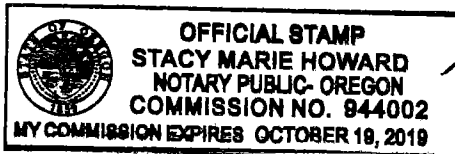
By:   
Terry J. Scroggin, President

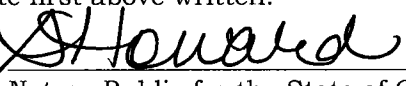
By:   
Matt Hurley, Vice President

State of Oregon}ss.  
County of Klamath}

On this 18 day of September, in the year 2017, before me,  
Stacy Howard, a Notary Public in and for said state, personally  
appeared Terry J. Scroggin and Matt Hurley known to me to be the President and Vice  
President of the Swan Lake Moulding Company Corporation, and acknowledged to me  
that pursuant to a Resolution of the Board of Directors, they executed the foregoing in  
said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.



  
Notary Public for the State of Oregon  
Residing at: Klamath County  
Commission Expires: 10-19-19

**Notary Page to the Assignment of Lease**

Edgar Viets Charitable Remainder Unitrust

By: Ralph J. Gines  
Ralph J. Gines, Trustee

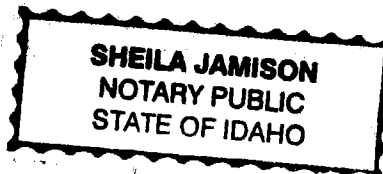
State of Idaho ss/  
County of Ada

On this 15<sup>th</sup> day of September, 2017, before me, September 2017, a  
Notary Public in and for said state, personally appeared Ralph J. Gines known or  
identified to me to be the person whose name is subscribed to the foregoing instrument  
as trustee of the Edgar Viets Charitable Remainder Unitrust, and acknowledged to me  
that he executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

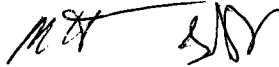
[Signature]  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Commission Expires 6/30/2021  
Residing in Boise, Idaho



## EXHIBIT "A"

Parcel 2 of Land Partition 13-11 located in the NW1/4 and SW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, recorded December 14, 2011 in Volume 2011-013769, Records of Klamath County, Oregon.

A handwritten signature in black ink, appearing to be "M. J. S.", written over the end of the text.