

2021-009778

Klamath County, Oregon



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06/22/2021 02:40:58 PM

Fee: \$92.00

Pixie Souza, Claiming Successor

ASSIGNOR

Pixie Souza and Garrett Souza, Sr., Co-Trustees

ASSIGNEE

Returned at Counter

WHEN RECORDED RETURN TO:

Michael L. Spener

Pixie Souza and Garrett Souza, Sr., Co-Trustees

33707 Witam Bluff Drive

Chiloquin, Oregon, 97624

CONTRACT ASSIGNMENT

This CONTRACT ASSIGNMENT made this June 08, 2021, by and between Pixie Souza, Claiming Successor of the Small Estate of Daryle Zierke of 33707 Witam Bluff Drive, Chiloquin, Oregon 97624 hereinafter referred to as 'Assignor', and Pixie Souza and Garrett Souza, Sr., Co-Trustees of the Daryle Paul Zierke Family Trust dated June 9, 2016 of 33707 Witam Bluff Drive, Chiloquin, Oregon 97624 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:

WHEREAS, Assignor entered into a Contract of Sale recorded on July 2, 2015 in the records of the Klamath County Clerk at **2015-007189** hereinafter referred to as Contract with Daniel Anderson and Kimberlee Anderson, hereinafter 'Obligor';

WHEREAS, the Contract has an expiration date of July 01, 2022 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 does not require the prior 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. 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.

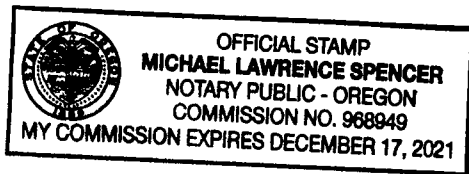
IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.



Pixie Souza, Claiming Successor of the Small Estate of Daryle Zierke Pixie Souza and
Garrett Souza, Sr., Co-Trustees of the Daryle Paul Zierke Family Trust dated June 9, 2016

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

This Assignment of Land Contract was acknowledged before me on this 8th day of June, 2021 by Pixie Souza as Claiming Successor of the Small Estate of Daryle Zierke, Klamath County Circuit Court Case No. 21PB00965 , who, being first duly sworn on oath according to law, deposes and says that 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.





Notary Public for Oegon