

## ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereinafter called the assignor, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto AUGUST T. GEHRIG, Trustee or his successors in trust under the GEHRIG LOVING TRUST, dated MAY 7, 1991, and any amendments thereto, a revocable living trust, hereinafter called the assignee, and to assignee's heirs, successors and assigns, all of the vendor's right, title and interest in and to those certain contracts for the sale of real estate set forth on the attached Exhibit "B", reference to said recorded contracts hereby being expressly made, together with all the right, title and interest of the assignor in and to all moneys due and to become due thereon. The assignor also hereby conveys to the assignee the property described in said contract and the legal title thereto which is held to secure performance of the vendee's obligations created thereby. The assignor hereby expressly covenants and warrants to the above-named assignee that the assignor is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$\_\_\_\_\_ with interest paid thereon to \_\_\_\_\_, 19\_\_.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this assignment, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this assignment shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned assignor has executed this assignment; if the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer duly authorized thereto by order of its board of directors.

DATED: MAY 7, 1991

AUGUST T. GEHRIG  
AUGUST T. GEHRIG

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. (If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON

County of Hood River ) ss.

The foregoing instrument was acknowledged before me this 7th day of MAY, 1991, by

AUGUST T. GEHRIG

AUGUST T. GEHRIG  
Notary Public for Oregon

(SEAL) My commission expires: 5/4/92

AUGUST T. GEHRIG

3381 Gilhouley Road

Hood River, Oregon 97031

Grantor's Name and Address

AUGUST T. GEHRIG, Trustee

3381 Gilhouley Road

Hood River, Oregon 97031

Grantee's Name and Address

After recording return to:

AUGUST T. GEHRIG

3381 Gilhouley Road

Hood River, Oregon 97031

Name, Address Zip

Registered

Indexed, Dir

Indirect

Filed 6-10-91

Mailed

REAL ESTATE EX

JUN 04 1991

STATE OF OREGON, County of See ex 11402 + 11842 ) ss.

The foregoing instrument was acknowledged before me this 7th day of MAY, 1991, by

\_\_\_\_\_, president, and by

\_\_\_\_\_, secretary

of \_\_\_\_\_ a \_\_\_\_\_

corporation, on behalf of the corporation.

Notary Public for Oregon

(SEAL)

My commission expires: \_\_\_\_\_

(If executed by a corporation, affix corporate seal)

FILED FOR RECORD

SKAMANIA CO WASH

BY Armin A. Phillips

JUN 4 1991 PM '91

P. Lowry

GARY M. OLSON

STATE OF WASHINGTON )

County of Skamania ) ss.

I certify that the within instrument was received for record on the 4th day of June, 1991, at 1:09 o'clock P.M., and recorded in book/reel/volume No. 123, on page 532, or as fee/file/instrument/microfilm/reception No. 111330, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Gary M. Olson Auditor

By P. Lowry Deputy

EXHIBIT "A"

1. Real Estate Contract dated June 16, 1987, between AUGUST T. GEHRIG, a Widower, as seller and KELLY B. MC GEE, a single man, as buyer, which contract is recorded June 17, 1987, in the Deed Records of Skamania County, Washington, in Book No. 105 at page 685.
2. Real Estate Contract dated February 29, 1988, between PATRICIA IRENE STINER, who took title as PATRICIA IRENE LANE and AUGUST T. GEHRIG, a Widower, each as their separate estate, and JAMES O. MADDON and BARBARA J. MADDON, Husband and Wife, as buyer, which contract is recorded February 29, 1988, in the Deed Records of Skamania County, Washington, in Book No. 108 at page 596.