

636

CALIFORNIA
STATE OF OREGON }
City and County of Klamath } ss. April 30, 1962.
San Francisco
Personally appeared the above named G. G. KERNS and DELLA KERNS,

his wife,

known to me to be identical person s described as grantor s in the within Deed, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: NITA LAND

Nita Land
NOTARY PUBLIC FOR OREGON CALIF.
My commission expires 9/28/64

STATE OF OREGON }
County of Klamath } ss. 195

Personally appeared
who, being first duly sworn did say that he is the

of
and that the seal affixed to the foregoing Deed is the corporate seal of said corporation and that said Deed was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said Deed to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON
My commission expires

Warranty Deed

From

To

Recording Data:

STATE OF OREGON }
County of Klamath } ss.
Filed for record at request of:
Oregon Title Co.
at 11:28 a.m. January 1, 1963
at 3:16 p.m. 1963
Recorded in Vol. 312 of Deeds
Page 635

CHAS. F. DELAP, County Clerk
By *James H. Kern* Deputy

Fee \$2.50

Return to:
151 Fed St. h

37

637

Form No. 571
Copyright 1944, KO
Oregon-New Law Publishing Co.
Portland, Oregon

RECEIVED FROM *John C. Siemens*

76658 EARNST MONEY RECEIPT

Not 342 Page 37

City of Klamath, State of Oregon

(hereinafter called "purchaser")

Dollars (\$ 1000.00)

the sum of *One Thousand and 00/100* as earnest money and in part payment for the purchase of the following described real estate situated in the City of *Klamath*, County of *Klamath*, State of *Oregon* to-wit:

140 acres, more or less, located in Section 31, T. 21 N. S. 17 E. W. 1/4, Bull Lake, Klamath County, Oregon.

for the sum of *Six thousand and 00/100* Dollars (\$ 7000.00)

on the following terms, to-wit: The sum, hereinafter recited for, of *One thousand and 00/100* Dollars (\$ 1000.00)

as additional earnest money, the sum of *One thousand and 00/100* Dollars (\$ 1000.00)

Upon acceptance of title and delivery of *deed*, the sum of *Six thousand and 00/100* Dollars (\$ 6000.00)

Balance of *Six thousand and 00/100* Dollars (\$ 6000.00)

Payable as follows: *Seller must locate corners to satisfaction of buyer.*

Mo. Pro. ratia

A title insurance policy from a reliable company insuring marketable title in seller is to be furnished purchaser in due course of seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, which shall be conclusive evidence as to seller's title.

It is agreed that if seller does not approve this sale within the period allowed broker below in which to secure seller's acceptance, or if the title to the said premises is not insurable or marketable, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, the said earnest money shall be refunded. But if said sale is approved by seller and title to the said premises is insurable and to make payments promptly as hereinabove set forth, then the earnest money herein recited for shall be forfeited to seller as liquidated damages and this contract thereupon shall be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, assessments of record and *those apparent on the land.*

All irrigation, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light fixtures, light bulbs and fluorescent lamps, bathroom fixtures, venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows, attached barbecue, attached television antenna, all shrubs and trees and all fixtures except *no exceptions*

are to be left upon the premises as part of the property purchased. The following personal property is also included as a part of the property for said purchase price:

Seller and purchaser agree to pay the taxes which are due and payable for the current tax year. Rents, interest, premiums for existing insurance and other matters shall be paid on a calendar year basis. Adjustments are to be made as of the date of the consummation of said sale or delivery of possession, whichever first occurs. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing.

Possession of said premises is to be delivered to purchaser on or before *close of day* of *Dec. 7*, 1962. The purchaser's rights herein are not assignable without written consent of seller.

Address: *1006 - Main St.* By *James L. O'Sullivan, Broker*

Phone: *TV - 2-3471*

AGREEMENT TO PURCHASE

I hereby agree to purchase the above property and to pay the price of *1000.00* Dollars (\$ 1000.00) as set forth above and grant to said agent a period of *10* days after the date of this contract to be in name of *John C. Siemens*

Address: *Star Route Box 111, Chiloquin, Or.* Purchaser: *John C. Siemens* (SEAL)

Phone: *783-2751* *Ruth E. Siemens* (SEAL)

AGREEMENT TO SELL

I hereby approve and accept the sale of above described property and the price and conditions as set forth in above contract, and agree to furnish evidence of title as above provided also the said deed when stated.

Address: *2198 - Langley Ave.* Seller: *Lance S. Robert* (SEAL)

Phone: *Maple City* *Ruth Mae Robert* (SEAL)

THE PURCHASER'S COPY SHOWING SELLER'S ACCEPTANCE should be promptly delivered to purchaser either manually or forwarded to him by U. S. Registered mail with request for return receipt, postage for mailing and seal in presence of witness.

The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller, showing acceptance.

Purchaser: *John C. Siemens*

ANCE prepared for mailing and sealed in presence of:

Sent by U. S. Registered mail on *Dec. 8*, 1962

Receipt card received and attached to Broker's copy.

SELLER'S CLOSING INSTRUCTIONS

I agree to pay forthwith to the above named broker a commission amounting to *350.00* Dollars (\$ 350.00) for services rendered in this transaction. In the event of a forfeiture of the deposit on above provided, the said deposit shall be paid to or retained by the broker to the extent of the agreed upon commission with residue to the seller. I authorize said broker to pay out of the cash proceeds of sale the expense of furnishing evidence of title, of recording fees and revenue stamps, if any, or will, on any encumbrances on said premises payable by me or before closing, I acknowledge receipt of a copy of this earnest money receipt bearing my signature(s) and that of the purchaser named above.

NOTE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810 "HANDY-PAD", TO BE SEPARATELY SIGNED BY BUYER AND SELLER.

Seller: *Lance S. Robert* (SEAL)

Ruth Mae Robert (SEAL)

BROKER'S COPY - FILE IN DEAL ENVELOPE

© 596

STRIKE WHICHEVER PHRASE NOT APPLICABLE

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of *Oregon Title Co.*

this *28* day of *January*, A.D. 1963, at *3:18* o'clock P.M., and

duly recorded in Vol. *312*, of *Deeds* on Page *637*.

Fee \$1.50

CHAS. F. DELAP, COUNTY CLERK,

By *James H. Kern* Deputy