

L 6660 Aug 63-283

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1 THIS INDENTURE WITNESSETH, That PERRY & DAY BUILDING CONTRACTORS, a copart-
 2 nership consisting of Frank Perry and Lloyd Day, hereinafter known as Grantor,
 3 in consideration of Ten Dollars to it paid, has bargained and sold, and by these
 4 presents does grant, bargain, sell and convey unto Dale E. Jefferson and Frances
 5 G. Jefferson, husband and wife, the following described premises situated in
 6 Klamath County, Oregon, to-wit:
 7 Lot 2, Block 2, CYPRESS VILLA,
 8 Subject to: Contract and/or lien for irrigation and/or drainage;
 9 easements and rights of way of record and those apparent on the
 10 land; rules, regulations and assessments of South Suburban
 11 Sanitary District, and to conditions and restrictions, easements,
 12 and set back lines as shown on the plat and in the dedication of
 13 Cypress Villa.
 14 TO HAVE AND TO HOLD said premises with their appurtenances unto the said
 15 Grantees as an estate by the entirety. And the said grantor does hereby cove-
 16 nant to and with said grantees, their heirs and assigns, that it is the owner in
 17 fee simple of said premises; that they are free from all incumbrances except
 18 those above set forth, and that it will warrant and defend the same from all law-
 19 ful claims whatsoever, except those above set forth.
 20 IN WITNESS WHEREOF, GRANTOR has hereunto set its hand this 21st day of March,
 21 1963.
 22 PERRY & DAY BUILDING CONTRACTORS
 23 By Frank Perry
 24 By Lloyd Day
 25 Partners
 26 STATE OF OREGON)
 27) SS
 28 County of Klamath)
 29 On this 21st day of March, 1963, before me, a notary public, personally appear-
 30 ed Frank Perry and Lloyd Day, who acknowledged themselves to be members of Perry
 31 & Day Building Contractors, a partnership, and that they, as such partners, being
 32 authorized so to do, executed the foregoing instrument for the purposes therein
 contained by signing the name of the partnership by themselves as copartners.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Notary Public for Oregon
 My Commission expires: 1/10/67
 STATE OF OREGON; COUNTY OF KLAMATH, ss.
 Filed for record at request of Oregon Title Co.
 this 26 day of March A.D. 1963 at 2:25 o'clock P.M., and
 duly recorded in Vol. 344 of Deeds on Page 214.
 CHAS. F. DELAP, COUNTY CLERK
 Fee \$1.50
 By James M. Lince Deputy

GANDONG & GANDONG
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Return to
First Federal Savings
& Loan Assoc.

REAL ESTATE CONTRACT

13-151

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THIS AGREEMENT, Made in duplicate this 15th day of
 DATE March, 1963, by and between CHARLES V. SHUCK and JOANNA M.
 PARTIES SHUCK, husband and wife, First Parties and Sellers, and
 MELVIN O. BROOKS and EILEEN M. BROOKS, husband and wife,
 Second Parties and Buyers,
 WITNESSETH:
 First Parties hereby agree to sell to Second Parties,
 and the latter agree to buy from the former, the following
 AGREEMENT TO described realty situated in Klamath County, Oregon:
 SELL AND TO BUY
 DESCRIPTION Lot 29, LOST RIVER COURT ADDITION to Merrill,
 Oregon, Klamath County, Oregon.
 SUBJECT TO: (1) Acreage and use limitations under
 provisions of the United States Statutes and regulations
 issued thereunder. Liens and assessments of Klamath
 Project and Klamath Irrigation District, and regulations,
 contracts, easements, and water and irrigation rights
 in connection therewith; (2) Reservations and restrictions
 in deed from Bessie Greenmyer, a single woman, to James
 R. Marks and Dean Marks, husband and wife, dated Jan-
 uary 24, 1947, recorded January 27, 1947, in Volume 201
 at page 365, Deed Records of Klamath County, Oregon; and
 (3) Mortgage, including the terms and provisions thereof,
 executed by Charles V. Shuck and Joanna M. Shuck, hus-
 band and wife, to The First National Bank of Portland
 (Oregon), a corporation, dated July 5, 1958, recorded
 July 8, 1958, in Volume 183 at page 292, Mortgage Records
 of Klamath County, Oregon, given to secure payment of
 a promissory note of even date, which indebtedness in-
 the unpaid principal amount of \$8,472.75, with interest
 thereon from April 1, 1963, Buyers assume and agree to
 pay in accordance with the terms of said note and
 mortgage.
 It is agreed and understood that the antenna together
 with the portable heater and carpet goes with the house.
 TOTAL PRICE The total agreed price for said realty is the sum of
 \$12,500.00, which Buyers agree to pay as follows:
 DOWN PAYMENTS (1) Earnest money already paid in the amount
 of \$ 100.00
 (2) Balance of down payment to be paid upon
 execution and delivery of this agreement,
 in the amount of 700.00
 MORTGAGE ASSUMPTION (3) Assumption by Buyers of said mortgage in
 the principal amount of 8,472.75
 leaving a balance of \$3,227.25, which Buyers
 agree to pay, with interest, in lawful money
 of the U.S.A. at First National Bank of Oregon
 Merrill Branch, Merrill, Oregon, in annual
 installments of
 PAYMENTS (4) \$300.00, or more, including interest, on or
 before July 1, 1964, and,

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CHATBURN & BRICKNER
ATTORNEYS AT LAW
MERRILL, OREGON