

13360

Vol 11-67 2499

# AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this fourteenth day of March, 1967  
 BETWEEN E. W. Hyde and Irene F. Hyde, husband and wife, whose address is  
 (name)  
 (or principal place of business) 2810 Butler Avenue, Los Angeles, California

hereafter designated as "SELLER,"  
 AND Leon J. Blunt and Shirley Blunt, husband and wife, whose address is  
 (name)  
 (or principal place of business) 17100 Rosnick Place, Granada Hills, California

hereafter designated as "BUYER,"

WITNESS: That Seller, in consideration of covenants and agreements hereinafter contained agrees to sell and convey to Buyer, and Buyer agrees to buy the following described real property:

Township 35 south, range 12 east, W.M.

Section 6, Northeast 1/4 of the Northeast 1/4 of Northwest 1/4

( 10 acres )

IN CONSIDERATION therefor, Buyer agrees to pay Seller (\$ 750.00 ) Seven-hundred fifty dollars

lawful money of the United States, in the following manner: Upon execution and delivery of this Agreement, Buyer shall pay to Seller the sum of (\$ None ) None DOLLARS,

receipt of which is hereby acknowledged, and further, the sum of (\$ 25.00 ) Twenty-five dollars  
or more on the twenty-fifth day of each month starting

on the 25 day of April, 1967, with interest at the rate of None DOLLARS,  
 per cent per annum.

Taxes for the year 1968 and all subsequent taxes are to be paid by  
Buyer and he shall agree to pay all assessments levied subsequent to date hereof:

The basis upon which any tax estimate, if any, is made herein is as per County rate

Buyer agrees to keep any building now upon, or hereafter erected upon said premises, insured against loss or damage to its full insurable value.

IT IS UNDERSTOOD AND AGREED, that time is of the essence of this contract and should Buyer fail to comply with the terms hereof, then Seller may at his option be released from all obligations in law and in equity to convey said property, and Buyer shall thereupon be deemed to have waived all rights thereto and all moneys theretofore paid under this contract shall be deemed payments to Seller for the execution of this Agreement and for the rental of the premises.

SELLER, on receiving full payments at the times and in the manner herein provided, agrees to deliver a policy of title insurance showing title to be vested in Leon J. Blunt and Shirley Blunt free of encumbrances, except

No exceptions

and to execute and deliver to Buyer or  
 a good and sufficient deed to the premises herein described.

The number of years required to complete payment in accordance with the terms of this Agreement are 2 6  
 (years) (months)

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year first above written.

E. W. Hyde

Leon J. Blunt

Irene F. Hyde

Shirley Blunt

Irene F. Hyde

Shirley Blunt

OVER



2500

DO NOT RECORD

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

The buyer agrees to pay in lieu of a down payment, all transfer, escrow fees and recording fees.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Ervil W. Hyde  
this 10 day of April A. D. 1967 11:00 A.  
duly recorded in Vol. M-67, of Miscel. on Page 2499  
Fee \$3.00  
DOROTHY ROGERS, County Clerk

By Wane Neave

ret. Enril H. Doyle 11  
2810. Butler Ave.  
Los Angeles, Calif 90064

22312

13361 ver. M-67 Page 2501

## RIGHT OF WAY CONTRACT

Line No. \_\_\_\_\_  
R/W No. \_\_\_\_\_  
State \_\_\_\_\_  
County \_\_\_\_\_  
Rods \_\_\_\_\_  
W. O. No. \_\_\_\_\_

For and in consideration of the sum of ~~FOUR HUNDRED DOLLARS~~, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal ~~TO THE SUM OF ONE HUNDRED DOLLARS~~ of pipeline constructed under the terms

hereof, to be paid at the time and in the manner hereinafter set forth, Wayne C. Carver and Lillian F. Carver

whose address is: Crescent, Oregon, do hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter and remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of \_\_\_\_\_

Klamath; State of Oregon to-wit

A right of way beginning approximately 20' N. of the S. E. Corner of the attached described property and extending in a westerly direction and parallel to the south property line of said property a distance of approximately 500', more or less.

Section 36, Township 24 So., Range 8 EWM, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereon, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures which would interfere with said pipeline or lines or Grantor's rights hereunder. Grantors hereby agree to pay any damages which may arise to growing crops, pastureage, timber, fences or buildings of said Grantee for the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained by a jury of disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bonds in full indebtedness of the Grantee.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 7 day of April, 196

IN WITNESS whereof the Grantors herein have executed this conveyance this 1 day of April, 1998.

[illegible]

Wayne Williams

William H. Miller

\_\_\_\_\_



100 SINGLE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

On this day personally appeared before me \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person described in and who  
executed the within and foregoing instrument, and duly acknowledged to me that he executed and signed the same  
as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission expires \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_ residing \_\_\_\_\_

JOINT ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

On this day personally appeared before me \_\_\_\_\_  
and \_\_\_\_\_ his wife, known to me to be the persons described in and who  
executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their  
free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission expires \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_ residing \_\_\_\_\_

RIGHT OF WAY CONTRACT	FROM	TO
		CASCADE NATURAL GAS CORPORATION
STATE OF _____		COUNTY OF _____
I hereby certify that the within instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and was duly recorded in Volume _____ of _____ at Page _____ and examined.		
		(Title)

Not. Brenda M. Nelson  
135 Minnesota Ave.  
Bend, Ore. 97701

JOINT ACKNOWLEDGMENT

STATE OF Oregon } ss.  
COUNTY OF Dee }

On this day personally appeared before me Wagne E. Carner  
and Lillian J. Carner his wife, known to me to be the persons described in and who  
executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same as their  
free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 7 day of April, 1967

My Commission expires 6-22 1967 at 13 Notary Public in and for the State of \_\_\_\_\_ residing \_\_\_\_\_



2503

A portion of the NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 36, Township 24 South, Range 8 EWM Klamath County, Oregon. Beginning at a point on the north line of said NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  which is west a distance of 210' from the NE Corner of said section 36 said point, also being the NE. Corner of parcel conveyed to Alvie E. Bishop and Mildred Leatha Bishop, husband and wife, by deed recorded in volume 350, page 346, records of Klamath County, Oregon, thence S-0°-39' W along the West line of said Bishop parcel a distance of 541.94' to the northwesterly R.O.W. line of Klamath Northern R.R., thence S-39°-37' W along the R.O.W. line a distance of 175.0' to the south line of roadway, thence north 89-50'-17" W parallel to the north line of said section 36, a distance of 442.0 to a point thence north 39°-37' E parallel to said Railroad R.O.W. a distance of 870' more or less to the point of beginning and containing 4.15 acres more or less.

STATE OF OREGON; COUNTY OF KLAMATH; ss:  
 Filed for record at request of Cascade Natural Gas Corp.  
 this 10 day of April A. D. 1967 11:30 o'clock A. M., and  
 duly recorded in Vol. M-67, of Deeds on Page 2502  
 Fee \$4.50  
 By DOROTHY ROGERS, County Clerk  
*[Signature]*

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