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The undersigned, MARC M. PALMER and SYLVIA H. PALMER, his wife, declare: We reside at 815 - 35th Avenue, Santa Cruz, California (95060). We are citizens of the United States and residents of the county aforesaid. We are over the age of twenty-one.

AFFIDAVIT

8578

Return to: Sylvia Paimer

815 - 35th Ave

This Affidavit is made for the purpose of protecting our interests in the real estate hereinafter described: "All that real property situated in the County of Klamath, State of Oregon, described as - 10 acres more or less, the SW# of the SW# of the SW#, Section II, Township 33S, Range 7E."

1. On July 5, 1972, we responded to an advertisement of said property in the Santa Cruz Sentinel newspaper, Santa Cruz, California. We called the telephone number listed (415-839-1068) and spoke to a Mr. Eugene Fox, who represented himself as the owner of said property. He told us he had made arrangements with a man in Klamath Falls, Oregon to show prospective buyers the property and that it would cost us Fifty Dollars (\$50.00) to see it. When we arrived in the general area of the property on or about July 15, 1972, we again called Mr. Fox and he gave us the name and telephone number of the man who was to show us the property. The man is: Mr. Mike Benjamins of Klamath Falls, Oregon - phone number (503-882-1090). On July 15, 1972, Mr. Benjamins met us at Collier State Park, (located near the property). and took us to the property and pointed out the boundaries. WE paid Mr. Benjamins Fifty Dollars (\$50.00) for his services, as instructed by Mr. Fox.

2. Upon our return to California, we again called Mr. Fox to tell him we were Interested in closing the deal on the property. We offered to come to his office which is supposed to be on Broadway in Oakland, California. (We have been unable through the telephone operator or any other means, to determine Mr. Fox's office or residence address). Mr. Fox said he was coming to Santa Cruz the day we called and would rather stop by our house. He stopped by with the attached Agreement for Sale of Real Estate already filled in and signed by the person listed thereon as Seller, a "ingeborg Taliman". This was the afternoon of July 17, 1972.

3. We questioned this saying we believed Mr. Fox was the owner of the property. He responded by saying he was doing this for income is purposes as he was in a high tax bracket. He said he had a power of attorney for ingeborg Tallman, and volunteered the information that she was a very "wealthy lady and had property





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4. We asked Mr. Fox if this transaction would be going through escrow or a title company to show our interest. He responded that this is not the manner in which these transactions are handled. We asked Mr. Fox for one of his business cards and he said he had failed to bring any.

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5. The following day, on July 18, 1972, we talked to a Mrs. Rosen, one of the managers at the Bank of America, 5277 Foothill Blvd., Oakland, California, who would be acting as collectors on the note. We were told by Mrs. Rosen that Mr. Fox is ingeborg Taliman's son-in-law; that the bank is handling similar transactions for Mr. Fox and Mrs. Taliman; that Mrs. Taliman lives in Alameda, California.

6. That evening, July 18, 1972, we called Mr. Mike Benjamins in Klamath Falls, Oregon, and he told us that this transaction was similar to others Mr. Fox has handled. He said that Mr. Fox is buying the property from a Mr. and Mrs. David Wyman (Norma) of Seattle, Washington; that Mr. Fox has options or release clauses to sell the property. Mr. Benjamins told us that he has known Mr. Fox for many years, and that at such time as we pay the balance on the property, Mr. Fox will issue us a Deed. Mr. Bænjamins gave us the post office box number where he corresponds with Mr. Fox (P.O. Box 398, Oakland, California).

7. On July 21, 1972, we received a copy of the Collection notice from the Bank of America, Boulevard-Fairfax Branch, 5277 Foothill Blvd., Oakland, California, showing the owner of the note as Ingeborg Tallman, P.O. Box 1553, Alameda, Ca. 94501, showing that payments we are to make will be in the amount of \$47.33 per month, commencing August 17, 1972, and that said payments are to be credited to the account of Heidrun Fox and Ingeborg Tallman, Tenplan Account Number 960837.

We declare under penalty of perjury that the foregoing is true and correct. Executed on July <u>26</u>, 1972, at Santa Cruz, California.



Marc M Palmer Palmer PALMER SYLVIA H.

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P. O. Drawer, 637, Santo Crus, Calil, 95060 STATE OP CALIFORNIA) COUNTY OF SANTA CRUZ) SS

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On this <u>26</u> day of July, 1972, before me, a Notary Public in and for said County and State, personally appeared Marc M. Palmer and Sylvia H. Palmer, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



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| | Buyer agrees not to cut, sell or remove any trees from this property until | |
| | property is completely paid for. | |
| | (IIIS AURCLIMENT, PARADICAL STREET, SALE) | |
| | betweenIngeborg_Tallman, Surfer andMARC_M. MALMER_and_SYLVIA_H. (his_wife), Buyer WITNESSETH: They the Seller, in consideration of the covenants of the Buyer herein, agrees to sell and convey to sold Buyer WITNESSETH: They the Seller, in consideration of the covenants of the Buyer herein, agrees to sell and convey to sold Buyer | |
| <u>.</u> | WITNESSETH: That the Seller, in consideration of the covenants of the buyer metall, ductor the buyer metall, ductor is a solution of the situated in the County of Klamath , State of Oregon and sold Buyer agrees to buy all that real property situated in the County of Klamath , State of Oregon is hereafter referred to as "said property", described as follows: 10 acres more or less SW4 of the SW4 of the SW4 of the SW4 Section 11, Tawnship 33S Range 7E | |
| |) along all boundries for Reserving therefrom an easement of (public highway for use in common with others, with power to dadicate, and, excepting therefrom all petroleum, oil, minarals, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto, | |
| | unimproved range land as per government survey. THE PRICE OR PRINCIPAL SUM, for which Soller agrees to sell and Buyer agrees to buy said realty . (\$ $0.5,400.00$) | |
| | UNPAID BALANCE (\$ 7,2,951.44) FINANCE CHARGE (\$ 7,951.44) | |
| | PAYABLE IN 168 monthly installments of | |
| | It annual percentage rate all payable at the office of the Seller, and continuing until sale principal and interest shall thereupon cease Each payment shall be credited first on interest then due; and the remainder on principal; and interest shall thereupon cease | |
| d | 10 This property will be used as principle residence. (See Sec. Z of Truth & Lending Act) initial 300 10 This property will not be used as principle residence. initial M.M. Palmer 10 This property will not be used as principle residence. initial M.M. Palmer 10 This property will not be used as principle residence. initial M.M. Palmer 10 This property will not be used as principle residence. initial M.M. Palmer 10 This property will not be used as principle residence. initial M.M. Palmer 10 This property will not be used as principle residence. initial M.M. Palmer | |
| 1997) 1997 - Start St 1997 - Start St | to instructing, operating, reparing our any pipe line or lines for water, yos or sewerage, and any conduits for electric or felephone wires, and reserving to the water | |
| | charges of every kind and nature new or horeatter bissied, tested, the age that some together with any and all costs, penalties and legal percentages which may be taxes, assessments and charges, the Seller shall have the right to pay that be rate of it. added thereto. The amounts so poid or advanced, with intrast thereto the rate of it. the repaid, thall be secured hereby and thall be repaid by said bayer to said Seller on deniand/ gog followe by the Buyer to repay the some with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the test of this Agreement. The BUYER AGREES to keep all buildings now on, or that may hereofter be placed on soid really insured against loss by fire to the amount required by and is such insurance companies as may be satisfactory to the Seller, with appropriate clauses protecting the Seller as his interest may appear. | |
| | repositing, operating and renewing, any Dip line of inits of motion, who determines the read of the to convert the rights interby reserved. (2) THE BUYER HEREBY AGREES during the term of this Agreement and any extension or renewal thereaf, to pay promibile of the bayes to so pay said and patternets and charges, of severy kind and hour new or hereafter assessed, levied, charged or impacted against or uson and all costs, penalties of time terterntages which may be and therean of the right to pay the tame, together with any and all costs, penalties of time terterntages which may be added thereand. The mount's op added thereand, which interest therean of the role of 1 repaid, shell be secured hereby and that be repaid, with interest therean of the role of 1 and the terms of the added thereand. (3) THE BUYER AGREES to keep all buildings now on, or that may hereafter be placed on soid really insured against loss by fire to the amount required by and in such insurance componies as may be totisfactory to the Seller, with appropriate clauses protecting the Seller as his interest may capter. (4) THE BUYER AGREES to keep all buildings now on, or that may hereafter be placed on soid really insured against loss by fire to the amount required by and in such insurance componies as may be totisfactory to the Seller, with appropriate clauses protecting the Seller as his interest may benefit to any building or tiructure, accept as herein permitted, hall be eracted, placed, maintained phis confired by law, termove or able the come and any building or tiructure, accept as herein permitted, hall be eracted, placed, maintained phis confired by law, termove or able the come and really therefor. Any building or tiructure accept and the opporting the term of this Agreement, and any elevation described upon approaried of any or there any building or tiructure accept and the opporting desced. maintained phis confired by law, termove or able the torms of the violation of any of the termory tin ablance d | |
| | (5) THE SELLER RESERVES the right to enter upon tail really at any time during the term of this Agreement for the purpose of examining the same. No building or Improvement placed or constructed on said really at any time during the term of this Agreement for the purpose of examining the same. No building or (5) THE SELLER RESERVES the right to enter upon tail really at any time during the term of this Agreement for the purpose of examining the same. No building or (5) THE SELLER RESERVES the right to enter upon tail really at any time during the term of this Agreement for the Seller. | |
| | (a) In provision placed or constructed on sold realty shall be removed without the Writen consumer of the sole of | |
| | Any lien or encumbrance, payment or diskinarge of which is, under the forms of this dytection, deputed by byter | |
| | (3) Covenants, conditions, restrictions, restrictions, essement, rights ana/or rights a way of reduct decast the construct to be a woiver of any succeeding breach of the same of the source of any succeeding breach of the same or antibility of the covenants or conditions of this Agreement by the seller line serving any right, power or remedy herein provided a in the even of default shall be constructed to be a woiver of any succeeding breach in the even of default shall be constructed to a woiver theread or acquistence of linerin, nor shall the acceptance of any payments made in a monner of all a time of the source of the service of any payments made in a monner of all a time of the service of any payments made in a monner of all a time other than as a waiver of or variable. | |
| | (a) SACH PARTY AURES that there have been no worrantice or representations what then there in and this Agreement supersedus any and all prior (b) SACH PARTY AURES that there have been no worrantice or representations what then there contained herein and this Agreement supersedus any and all prior ogreements or around negotiations between the parties herein, and contains the suffer supersent conterning solid property. Approximate taxes <u>\$45,00</u> for fiscal year <u>1971</u> . This contract to be paid in full by <u>56 lier</u> will refund all moneys paid if buyer makes personal inspection of said property in presence of seller and requests in writing a refund all | |
| $\sqrt{1}$ | Solier will refund all monoys paid if buyer makes present Al ready Inspected property withindays of date of this agreement without permission in writing from seller. Buyer agrees he will not transfer this agreement without permission in writing from seller. Above property encumbered by Seller | |
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| | Address 815 - 35th Ave Address 815 - 35th Ave Santa Cruz 146/408) 476-3063 | |
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1 4 ÷ 3 M 1.1 . . 10 7 7 W Ì. 派 : 45 嗡 [*** 8579 · · · · · 1 7 -1 STATE OF OREGON; COUNTY OF KLAMATH; 55. o Filed for record at XIOUSSCREE this 3rd day of August A. D. 1972 alls23'clock M., and on Page 8576 duly recorded in Vol. M72 of _____ Deeds____ W. D. MILNE, County Clerk By Jucin Jun Latz Fee \$8.00 o stransta 17 1411 行动的现在 the state arra ar afisena anna a 15

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