

1 AGREEMENT, made this 20th day of July, 1973, between BOBBY ALLEN DORTCH,
2 First Party, and ALLEN L. FOREMAN, Second Party,

3 W I T N E S S E T H:

4 On May 4, 1971, First Party, as seller, agreed to sell to Second Party,
5 real property in Klamath County, Oregon, described as follows, to-wit:

6 The NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and Lot 8 in Section 31, Township 39 South, Range 10,
7 East of the Willamette Meridian.
8 That portion of Lot 7 and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying within the following
9 boundaries, to-wit:

10 Beginning at the Northeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence West on
11 subdivision line to the meander line of the East side of Lost River;
12 thence following said meander line down stream to a point 7 chains 68
13 links North of the South section line; thence Northeasterly on a straight
14 line to a point 4.40 chains South of the place of beginning; thence North
15 4.40 chains to the place of beginning, all in Sec. 31, Twp. 39 S., R. 10,
16 E.W.M. The NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 31, Also beginning at the Northeast corner
17 of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Sec. 31; thence West 20 chains to stone; thence
18 South 4 chains and 40 links to stone; thence Northeasterly to the place
19 of beginning, in Township 39 South, Range 10 East of the Willamette Meri-
20 dian, also that part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 32, Twp. 39 S., R. 10,
21 E.W.M., lying West of the Hill Road.

22 EXCEPTING that part conveyed to the United States of America in Deed
23 Book 46 at page 171.
24 ALSO EXCEPTING parts conveyed to Great Northern Railway Co. by Deed Book
25 95 at page 565,

26 at and for a price of \$80,000.00, of which \$15,000.00 was paid on execution of
27 the contract, and the balance of \$65,000.00 with interest at the rate of 7% per
28 annum from May 5, 1971, payable in installments of not less than \$500.00 per
29 month, inclusive of interest, the first installment to be paid on the 1st day
30 of October, 1971, and further installments on the 1st day of every month there-
31 after until full balance and interest are paid in full.

32 Second Party is in default, and First Party has filed foreclosure and the
33 parties have entered into a stipulation in said foreclosure suit.

34 NOW, THEREFORE, in consideration of the premises and in furtherance of the
35 stipulation the parties covenant and agree to and with each other as follows:

36 1. Second Party RELEASES, REMISES and QUITCLAIMS unto First Party the real
37 property hereinabove described, and releases First Party from all further lia-
38 bility under and by virtue of said contract and from any claims for reclamation
39 of sums heretofore paid.

40 2. First Party releases Second Party from any further liability under said
41 contract.

42 GANONG, BISEMORE
& ZAMSKY
ATTORNEYS AT LAW
338 MAIN STREET
KLAMATH FALLS, ORE.
97601

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1 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the
2 day and year first herein written.

3 Bobby Allen Dortch
4 First Party
5 Allen L. Foreman
6 Second Party

7 STATE OF OREGON)
8 County of Klamath) SS

July 20, 1973

9 Personally appeared the above named Bobby Allen Dortch and acknowledged the
10 foregoing instrument to be his voluntary act and deed.
11 Before me:

12 Thomas A. Brady
13 Notary Public for Oregon

14 (SEAL)
15 My Commission Expires: Sept. 19, 1975

16 STATE OF OREGON)
17 County of Klamath) SS

July 23, 1973

18 Personally appeared the above named Allen L. Foreman and acknowledged the
19 foregoing instrument to be his voluntary act and deed.
20 Before me:

21 Allen L. Foreman
22 Notary Public for Oregon

23 (SEAL)
24 My Commission Expires:

25 STATE OF OREGON, }
26 County of Klamath } ss.

27 Filed for record at request of:
28 GA. JORD, STEPHEN & ZAMSKY
29 on this 27th day of JULY A. D. 1973
30 at 10:09 o'clock A. M. and duly
31 recorded in Vol. M 73 of DEEDS
32 Page 9674

WM. D. MILNE, County Clerk

By Harold Drazil
Fee \$4.00 Deputy.